

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

NOTICE OF REGULAR MEETING

Date: September 9, 2020

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

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

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

Tuesday, the 15th day of September 2020

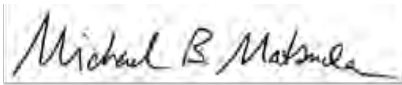
Members of the public may observe the meeting by livestream on the District's
YouTube channel at <https://bit.ly/2KEiCDA>.

Individuals requesting interpretation should contact the executive assistant to the
superintendent at morales_p@auhsd.us by 5:00 p.m. on Thursday, September 10, 2020, to
allow for reasonable arrangement to ensure interpretation services.

Any member of the public has an opportunity to address the Board of Trustees by
submitting comments online at <https://bit.ly/2KJTiMw> prior to the meeting, as outlined
below in the Public Comments and Public Hearing portions of this agenda. Submissions will
be read aloud during the Board Meeting by the Board President or designee.

Closed Session—**2:00 p.m.**

Regular Meeting—**4:00 p.m.**



Michael B. Matsuda
Superintendent

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

BOARD OF TRUSTEES
Agenda
Tuesday, September 15, 2020
Closed Session–2:00 p.m.
Regular Meeting–4:00 p.m.

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

Members of the public may observe the meeting by livestream on the District’s YouTube channel at
<https://bit.ly/2KEiCDA>.

Individuals requesting interpretation should contact the executive assistant to the superintendent at morales_p@auhsd.us by 5:00 p.m. on Thursday, September 10, 2020, to allow reasonable arrangement to ensure interpretation services.

Any member of the public has an opportunity to address the Board of Trustees by submitting comments online at <https://bit.ly/2KJTiMw> prior to the meeting, as outlined below in the Public Comments and Public Hearing portions of this agenda. Submissions will be read aloud during the Board Meeting by the Board President or designee.

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

In compliance with the Americans with Disabilities Act, individuals with a disability who require modification or accommodation in order to participate in this meeting should contact the executive assistant to the superintendent at morales_p@auhsd.us by 5:00 p.m. on Thursday, September 10, 2020, to allow for reasonable arrangements to ensure accessibility to the meeting.

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

This is an opportunity for community members to address the Board of Trustees on closed session agenda items only. Comments may be submitted online at <https://bit.ly/2KJTiMw> prior to the Board meeting. Submissions will be read aloud during the Board Meeting by the Board President or designee. Each speaker is limited to a maximum of five minutes; each topic or item is limited to a total of 20 minutes. Board Members cannot immediately respond to public comments, as stated on the speaker request form.

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

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

- 4.1 To consider matters pursuant to Government Code Section 54957: Public employee performance evaluation, superintendent.
 - 4.2 To consider matters pursuant to Government Code Section 54957.6: Conference with labor negotiators Mr. Matsuda, Dr. Fried, Dr. Root, and Mr. Jackson regarding negotiations and contracts with the American Federation of State, County and Municipal Employees (AFSCME), Anaheim Personnel and Guidance Association (APGA), Anaheim Secondary Teachers Association (ASTA), California School Employees Association (CSEA), and Mid-Managers Association (MMA).
 - 4.3 To consider matters pursuant to Government Code Section 54957: Public employee discipline/dismissal/release.
 - 4.4 To consider matters pursuant to Government Code Section 54956.9(d)(1): Conference with legal counsel, existing litigation (Orange County Case No. 30-2020-01131633-CU-WT-CJC).
 - 4.5 To consider matters pursuant to Government Code Section 54956.8: Conference with property negotiators Attorney Doug Yeoman, Mr. Matsuda, Dr. Fried, Dr. Root, Mr. Jackson, and Mr. Colón, regarding property located between West Street and Citron Street, on the north side of Lincoln Avenue, Anaheim, California.
 - 4.6 To consider matters pursuant to Government Code Section 54956.9(d)(1): Conference with legal counsel, existing litigation (Case No. 30-2015-00812893-CU-PO-CJC).
 - 4.7 To consider matters pursuant to Government Code Section 54956.9(d)(1): Conference with legal counsel, pending litigation (Case No. 30-2020-01156793-CU-PO-CJC).
 - 4.8 To consider matters pursuant to Government Code Section 54956.9(d)(1): Conference with legal counsel, existing litigation regarding one matter (Orange County Superior Court Case No. 30-2020-01126712-CU-MT-CXC).
 - 4.9 To consider matters pursuant to Government Code Section 54956.9(d)(2): Conference with legal counsel, anticipated litigation (confidential special education matter).
5. RECONVENE MEETING, PLEDGE OF ALLEGIANCE, AND CLOSED SESSION REPORT OUT **INFORMATION ITEMS**
- 5.1 **Reconvene Meeting**
The Board of Trustees will reconvene into open session.
 - 5.2 **Pledge of Allegiance and Moment of Silence**
Board President Randle-Trejo will lead the Pledge of Allegiance to the Flag of the United States of America and provide a moment of silence.
 - 5.3 **Closed Session Report**
The clerk of the Board of Trustees will report actions taken during closed session.

6. INTRODUCTION OF GUESTS **INFORMATION ITEM**

The Board of Trustees would like to recognize our community stakeholders for their interest in the Anaheim Union High School District and for attending our Board meeting. Thank you for your participation and contribution as we create an educational environment that graduates socially aware, civic-minded students who are college and career ready with unlimited opportunities for the 21st century.

In addition, Board President Randle-Trejo will introduce dignitaries in attendance.

7. REPORTS **INFORMATION ITEMS**

7.1 **Reports of Associations**

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

7.2 **Parent Teacher Student Association (PTSA) Reports**

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

8. BOARD OF TRUSTEES' RECOGNITIONS **INFORMATION ITEMS**

8.1 **Donations**

The Board of Trustees will recognize the following business for the generous donation to the District.

TR Enterprises, LLC	\$10,194.90	Kennedy High School CS/Engineering Program
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8.2 **Orange County Department of Education (OCDE) English Learner Success Award Recipients**

The Board of Trustees will recognize Debbie Pham, Vietnamese Dual Language Immersion Academy teacher at Magnolia High School, and Mary Jo Durkin, then Counselor on Special Assignment, now assistant principal at Cypress High School, who were honored as the OCDE 2020 Annual Language Learner Success Awardees. The celebration and awards ceremony is typically held in May of each year at the Marconi Automotive Museum in Tustin. Unfortunately, as a result of the stay at home orders, the in-person awards celebration was cancelled. We are happy to honor them today. Celebrating Success for English Learners is a countywide opportunity to recognize and commend the achievements of our Orange County community in meeting the needs of English Learners.

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. Comments may be submitted online at <https://bit.ly/2KJTiMw> prior to the meeting. Submissions will be read aloud during the Board Meeting by the Board President or designee. Each speaker is limited to a maximum of five minutes; each topic or item is limited to a total of 20 minutes. Board members cannot immediately respond to public comments, as stated on the speaker request form.

10.1 **Introduction of the 2020-21 Student Representative to the Board of Trustees****Background Information:**

The position of student representative to the Board of Trustees was created along with the Student Ambassador Program 20 years ago. The student representative to the Board of Trustees represents the 30,000 students of AUHSD and reports on student activities throughout the District at all regular Board meetings.

Current Consideration:

Responsibilities of the student representative to the Board of Trustees includes the following.

- Leading monthly leadership meetings with student ambassadors at a District site.
- Creating reports from student ambassador findings to present to District leadership and to the Board of Trustees at regular Board meetings for greater awareness of activities, student achievement, etc.

Budget Implication:

The budget will be impacted for the cost of the student uniform and name badge, for a total cost not to exceed \$200. (General Funds)

Staff Recommendation:

The Board of Trustees is requested to welcome and confirm Elizabeth Ochei, Kennedy High School, as the student representative to the Board of Trustees.

10.2 **Introduction of the 2020-21 Student Ambassadors****Background Information:**

One of the unique programs that AUHSD offers to senior students is our Student Ambassador Program. It was an initiative of former AUHSD Superintendent Dr. Jan Billings and is fashioned after the Disneyland Resort's Ambassador Program. Each year, the program participants are fortunate to receive etiquette and business training. The role of the AUHSD Student Ambassador Program is to represent the District's 30,000 students in the community. They are the face of the District and represent AUHSD, not only at community and District events, but also share student input on various District committees.

Current Consideration:

The purpose of the Student Ambassador Program is to provide a "student voice" from each of our ten comprehensive high schools, as well as Gilbert High School and Cambridge Virtual Academy, to the District Leadership Team and the Board of Trustees, which includes the following.

- Student leadership training
- Attend monthly meetings led by the student representative to the Board of Trustees
- The creation of an AUHSD Student Ambassador Handbook with a code of ethics
- Active participation on District and community committees

- The creation of student focus groups, such as Raising Student Voice and Participation (RSVP) led by the ambassador at each school site
- Community service project(s) led by the ambassadors
- Being visible and approachable to the students and staff on campus

Budget Implication:

The budget will be impacted for the cost of the student ambassador uniforms and name badges, as well as student ambassador training, for a total cost not to exceed \$2,000. (General Funds)

Staff Recommendation:

The Board of Trustees is requested to welcome and confirm the following students to serve as AUHSD student ambassadors.

Dulce Martinez	Anaheim High School
Nathaniel Ibarra	Cambridge Virtual Academy
Samuel Bingham	Cypress High School
Aaron Angotti	Gilbert High School
Denise Martinez	Katella High School
Khang Luu	Kennedy High School
Russel Sta Ana	Loara High School
Ivan Ayala	Magnolia High School
Fashion Castillo	Oxford Academy
Nathalie Moreno	Savanna High School
Krish Patel	Western High School

10.3 **Learning Continuity and Attendance Plan**

Background Information:

Senate Bill 98 (SB 98) established the Learning Continuity and Attendance Plan (Learning Continuity Plan), which is intended to balance the needs of all stakeholders, including educators, parents, students and community members, while streamlining meaningful stakeholder engagement and condensing several preexisting plans. In particular, it was important to combine: (1) the intent behind Executive Order N-56-20, which required a written report and envisioned an off-cycle Local Control and Accountability Plan (LCAP) due December 15; and (2) the ongoing need for local educational agencies (LEAs) to formally plan for the 2020–21 year in the midst of the uncertainty caused by the COVID-19 pandemic. The Learning Continuity Plan replaces the LCAP for the 2020–21 year and supersedes the requirements in Executive Order N-56-20. This plan is intended to memorialize the planning process that is already underway for the 2020–21 year. All LEAs, which includes school districts, county offices of education, and charter schools are required to complete the Learning Continuity Plan.

Current Consideration:

Manuel Colón, chief academic officer, Educational Services, and staff will present on the Learning Continuity and Attendance Plan 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 information. [EXHIBIT A]

10.4 **Public Hearing, Learning Continuity and Attendance Plan** **INFORMATION ITEM**

Background Information:

Senate Bill 98 (SB 98) established the Learning Continuity and Attendance Plan (Learning Continuity Plan), which is intended to balance the needs of all stakeholders, including educators, parents, students and community members, while streamlining meaningful stakeholder engagement and condensing several preexisting plans. In particular, it was important to combine: (1) the intent behind Executive Order N-56-20, which required a written report and envisioned an off-cycle Local Control and Accountability Plan (LCAP) due December 15; and (2) the ongoing need for local educational agencies (LEAs) to formally plan for the 2020–21 year in the midst of the uncertainty caused by the COVID-19 pandemic. The Learning Continuity Plan replaces the LCAP for the 2020–21 year and supersedes the requirements in Executive Order N-56-20. This plan is intended to memorialize the planning process that is already underway for the 2020–21 year. All LEAs, which includes school districts, county offices of education, and charter schools are required to complete the Learning Continuity Plan.

Current Consideration:

The public hearing will be held on September 15, 2020. The purpose of the public hearing is to allow the public an additional opportunity to ask questions concerning the District's Learning Continuity and Attendance Plan.

Budget Implication:

The actions contained in the Learning Continuity and Attendance Plan must align with the terms of the District's 2020-21 annual budget.

Staff Recommendation:

Although this is an information item only, requiring no formal action by the Board of Trustees, it is recommended that the Board formally open a public hearing to provide the public with an opportunity to speak on the Learning Continuity and Attendance Plan. Comments may be submitted online at <https://bit.ly/2KJTiMw> prior to the Board meeting.

11. ITEMS OF BUSINESS

RESOLUTIONS

11.1 **Resolution No. 2020/21-B-02, Supplemental Employee Retirement Plan (SERP) with Keenan and Associates (Roll Call Vote)** **ACTION ITEM**

Background Information:

California school districts from time-to-time offer early retirement incentives to achieve specific goals avoiding layoffs due to the discontinuation of certain programs, maintain employee relations, and recognize long-time service to the District. The goal is to offer a plan that potentially reduces District expenditures, or is at least cost neutral. These potential savings are achieved by replacing retiring employees with employees at the lower end of the salary schedule. Providing this incentive, AUHSD may increase employee retirements, which could minimize the number of employees reduced through the Reduction in Force (RIF) process.

Current Consideration:

Given current staffing and economic considerations, the current proposal is to offer a voluntary incentive with two window periods. The Group I window for those choosing to retire by December 30, 2020, will open on September 16, 2020, and will close on November 3, 2020. The Group II window for those choosing to retire by June 30, 2020, will open on September 16, 2020, and will close on December 1, 2020. This offer, consisting of Group I and Group II combined, would be contingent upon a sufficient number of participants Districtwide retiring to make the implementation financially feasible for the District. Assuming the final savings analysis is beneficial, the plan would go into effect for Group I on January 1, 2021, with participants retiring on or before December 30, 2020, and the first incentive check being issued on February 1, 2021. Assuming the final savings analysis is beneficial, the plan would go into effect for Group II on July 1, 2021, with participants retiring on or before June 30, 2021, and the first incentive check being issued on August 1, 2021.

The eligibility would be as follows.

- Group I: Mid-Year
 - Employee must be an "active" Certificated, Classified, or Management employee of the District as of September 15, 2020
 - Employee must be at least 55 years of age by December 30, 2020
 - Employee must have at least 5 years of permanent service with the District by December 30, 2020
 - Employee must be eligible to retire/resign from CalSTRS/CalPERS by December 30, 2020
 - Employee must retire/resign from the District on or by December 30, 2020
 - Employee must submit their Letter of Retirement/Resignation and the SERP Enrollment Package no later than November 3, 2020

- Group II: End of Year
 - Employee must be an "active" Certificated, Classified, or Management employee of the District as of September 15, 2020
 - Employee must be at least 55 years of age by June 30, 2020
 - Employee must have at least 5 years of permanent service with the District by June 30, 2020
 - Employee must be eligible to retire/resign from CalSTRS/CalPERS by June 30, 2020
 - Employee must retire/resign from the District on or by June 30, 2020
 - Employee must submit their Letter of Retirement/Resignation and the SERP Enrollment Package no later than December 4, 2020

The incentive will be provided through a tax qualified 403(b) program that provides payments through an annuity. The payments may be taken by an individual through a variety of structured options. The District contributions for these annuities will be made over 5 years.

Budget Implication:

In order for the SERP to be implemented, it will need to generate savings or at least be cost neutral. In December 2020, a projection of savings will be produced based on the actual participation in the plan.

Staff Recommendation:

It is recommended that the Board of Trustees adopt Resolution No. 2020/21-B-02, by roll call vote. [EXHIBIT B]

- 11.2 **Resolution No. 2020/21-B-03, Adjustments to Income and Expenditures, General Funds; Resolution No. 2020/21-B-04, Adjustments to Income and Expenditures, Various Funds; and 2019-20 Unaudited Actual Financial Statements (Roll Call Vote)** **ACTION ITEM**

Background Information:

Each fiscal year, the District prepares the Unaudited Actual Financial report in accordance with Education Code Section 41010. In addition, as part of the year-end closing of the financial records, budget adjustments are made to income and expenditures.

Current Consideration:

The Unaudited Actual Financial report must be Board approved no later than September 15, and filed with the state, pursuant to Education Code Section 42100. In addition, current budget adjustments to income and expenditures need to be authorized per Education Code Sections 42600-42601.

Budget Implication:

There is no impact to the budget.

Staff Recommendation:

1. It is recommended that the Board of Trustees adopt Resolution No. 2020/21-B-03, Adjustments to Income and Expenditures, General Funds, as well as Resolution No. 2020/21-B-04, Adjustments to Income and Expenditures, Various Funds, by a roll call vote. [EXHIBITS C and D]
2. It is recommended that the Board of Trustees approve the 2019-20 Unaudited Actual Financial Statements. [EXHIBIT E]

- 11.3 **Resolution No. 2020/21-B-05, Recalculation of the 2019-20 Appropriations Limit and Establishing the 2020-21 Estimated Appropriations Limit Calculations (Roll Call Vote)** **ACTION ITEM**

Background Information:

Proposition 4 (Gann Amendment) was approved by the voters of California in 1979, which states that all school districts must establish a Gann Limit for the preceding and current fiscal years in accordance with the provision of the Gann Amendment and applicable statutory law.

Current Consideration:

The California Department of Education requested these forms in accordance with Government Code Section 7906(f), which states: "Each school district shall report to the Superintendent of Public Instruction and to the Director of Finance, at least annually, its appropriation limit, its appropriations subject to limitation, and amount of its state aid apportionments and subventions included within the proceeds of taxes of the school district, and amounts excluded from its appropriations limit, at a time and in a manner prescribed by the Superintendent of Public Instruction and by the Director of Finance."

Budget Implication:

There is no impact to the budget.

Staff Recommendation:

It is recommended that the Board of Trustees adopt Resolution No. 2020/21-B-05, by a roll call vote. [EXHIBIT F]

11.4 **Public Hearing, Sufficiency of Textbooks and Instructional Materials**

INFORMATION ITEM

Background Information:

In response to the Williams Settlement Legislation, each year the Board of Trustees is requested to hold a public hearing to determine that each pupil in the District has sufficient textbooks and instructional materials. Notice of the public hearing is posted in three public places in the District, ten days prior to the public hearing, in an effort to encourage community participation.

Current Consideration:

Notice of the public hearing was posted in three public places in the school District, ten days prior to the public hearing, to determine that each pupil in the District has sufficient textbooks and instructional materials for the 2020-21 year.

Budget Implication:

Textbooks and instructional materials are purchased as necessary to achieve compliance. (Lottery Funds)

Staff Recommendation:

Although this is an information item only, requiring no formal action by the Board of Trustees, it is recommended that the Board formally open a public hearing to provide the public with an opportunity to speak on the sufficiency of textbooks and instructional materials. Comments may be submitted online at <https://bit.ly/2KJTiMw> prior to the Board meeting.

11.5 **Resolution No. 2020/21-E-02, Textbooks and Instructional Materials Compliance for 2020-21 (Roll Call Vote)**

ACTION ITEM

Background Information:

Per Education Code Section 60229 and as required in the Williams Settlement Legislation, the Board holds an annual public hearing to determine if each pupil in the District has sufficient textbooks and instructional materials. Textbooks and instructional materials are aligned to the content and performance standards adopted by the State Board of Education.

Current Consideration:

The Board of Trustees held its annual public hearing to determine if each pupil in the District has sufficient textbooks or instructional materials, in history-social science, mathematics, reading, English language arts, science, health, world languages, as well as visual and performing arts. The Orange County Department of Education has verified that the District has met the Williams Settlement Legislation textbook and instructional materials requirements.

Budget Implication:

Textbooks and instructional materials were purchased as necessary to achieve compliance. (Lottery Funds)

Staff Recommendation:

It is recommended that the Board of Trustees adopt Resolution No. 2020/21-E-02, by a roll call vote. [EXHIBIT G]

11.6 **Resolution No. 2020/21-E-03, National Hispanic Heritage Month** ***ACTION ITEM***
(Roll Call Vote)

Background Information:

National Hispanic Heritage Month celebrates the contributions of Hispanics to the United States and celebrates the group's heritage and culture.

Current Consideration:

The Board of Trustees is requested to adopt Resolution No. 2020/21-E-03 for National Hispanic Heritage Month. The adoption of this resolution provides an opportunity to inform parents, guardians, and communities of the efforts that the District is taking to honor the many achievements and contributions made by Hispanics to our economic, cultural, spiritual, and political development.

Budget Implication:

There is no impact to the budget.

Staff Recommendation:

It is recommended that the Board of Trustees adopt Resolution No. 2020/21-E-03, by a roll call vote. [EXHIBIT H]

11.7 **Resolution No. 2020/21-E-04, Attendance Awareness Month** ***ACTION ITEM***
(Roll Call Vote)

Background Information:

Attendance Awareness Month acknowledges that good attendance matters, and is essential for student achievement and graduation. Attendance Awareness Month raises public responsiveness to the detrimental effects of chronic absenteeism, defined as missing 10 percent or more of school for any reason, including excused and unexcused absences, or just two or three days a month. Chronic absenteeism is significantly reduced, when schools, parents, and communities work together to monitor and promote good attendance, as well as address hurdles that keep children from getting to school.

Current Consideration:

The Board of Trustees is requested to adopt Resolution No. 2020/21-E-04, Attendance Awareness Month for the month of September. This will provide an opportunity to inform parents, guardians, and the community of the efforts that the District is making to reduce chronic absenteeism, and give all students an equitable opportunity to thrive academically, emotional, socially, as well as be college and career ready.

Budget Implication:

There is no impact to the budget.

Staff Recommendation:

It is recommended that the Board of Trustees adopt Resolution No. 2020/21-E-04, by a roll call vote. [EXHIBIT I]

11.8 **Resolution No. 2020/21-E-05, Red Ribbon Week** ***ACTION ITEM***
(Roll Call Vote)

Background Information:

Red Ribbon Week will be celebrated October 26, 2020, through October 30, 2020. It is a national week of activism that empowers youth and any concerned group to stand out, speak up, and seize control against drugs. It is imperative that a united effort of community members launch visible substance abuse prevention efforts to reduce the demand for illegal drugs, alcohol, and tobacco.

Current Consideration:

The Board of Trustees is requested to adopt Resolution No. 2020/21-E-05 for Red Ribbon Week 2020. The adoption of this resolution provides an opportunity to inform parents, guardians, and communities of the efforts the District is making to win the war against drugs.

Budget Implication:

There is no impact to the budget.

Staff Recommendation:

It is recommended that the Board of Trustees adopt Resolution No. 2020/21-E-05, by a roll call vote. [EXHIBIT J]

11.9 **Resolution No. 2020/21-E-06, International Translation Day** ***ACTION ITEM***
(Roll Call Vote)

Background Information:

International Translation Day is an international day celebrated every year on September 30, 2020. This is an opportunity to display pride in a profession that is becoming increasingly essential in the era of globalization and an act to recognize the role of professional translation in connecting our District with our families and communities. Translators and interpreters are to be commended for their dedication, patience, and kindness shown to our students, parents, community, and District staff, as well as for their efforts in interpreting and translating every day.

Current Consideration:

The Board of Trustees is requested to adopt Resolution No. 2020/21-E-06 for International Translation Day. The adoption of this resolution provides an opportunity to inform parents, guardians, and communities of the contributions interpreters and translators make every day to be sure our families understand District, site, department, and teacher communications in their own language.

Budget Implication:

There is no impact to the budget.

Staff Recommendation:

It is recommended that the Board of Trustees adopt Resolution No. 2020/21-E-06, by a roll call vote. [EXHIBIT K]

11.10 **Resolution No. 2020/21-HR-02, Week of the School Administrator** **ACTION ITEM**
(Roll Call Vote)

Background Information:

Per Education Code Section 44015.1, the state of California observes the importance of educational leadership at the school, district, and county levels. The second full week in the month of October of each year is designated as Week of the School Administrator.

Current Consideration:

The resolution, as prepared and presented, declares the week of October 11, 2020, through October 17, 2020, as Week of the School Administrator throughout the Anaheim Union High School District. Schools, 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.

Staff Recommendation:

It is recommended that the Board of Trustees adopt Resolution No. 2020/21-HR-02, Week of the School Administrator, by a roll call vote. [EXHIBIT L]

EDUCATIONAL SERVICES

11.11 **New Board Policy 8408.01 (5141.5), Mental Health** **INFORMATION/ACTION ITEM**
Policy, Second Reading
(Roll Call Vote)

Background Information:

With growing awareness and efforts to meet students' mental health needs, it is appropriate for the District to adopt a guiding mental health policy that encompasses a comprehensive approach. A comprehensive approach also involves cross-systems collaboration and family engagement to meet the diverse needs of students, families, and staff.

The District has a history of addressing the mental health needs of students. The District's School Based Mental Health program is designed to promote well-being, focus on prevention, and offer intervention services for mental health disorders. The District team includes licensed clinical social workers who work side by side with school counselors, school psychologists, teachers, administrators, and staff.

Current Consideration:

The intent of the Mental Health Policy is to demonstrate the District's support and understanding of the need for schools to address mental health and well-being. The Mental Health policy is one piece of collective policies in place that guide the efforts the District is doing to build a unified, comprehensive, and equitable system of support.

Budget Implication:

There is no impact to the budget.

Staff Recommendation:

It is recommended that the Board review and/or approve new Board Policy 8408.01 (5141.5). [EXHIBIT M]

11.12 **Revised Board Policy 8540 (6173), Education for Homeless Children, Second Reading (Roll Call Vote)** **INFORMATION/ACTION ITEM**

Background Information:

The McKinney-Vento Homeless Assistance Act, reauthorized in January 2002, ensures educational rights and protections for children and youth experiencing homelessness. The law guarantees certain rights for a child or youth identified as homeless. This includes, but not limited to, attendance in either the school of origin or the local attendance area school, assistance with transportation, school supplies, academic support, and other essential items. In addition, every State Educational Agency (SEA) must have an Office of the State Coordinator to oversee implementation of the Act, and every Local Educational Agency (LEA) must designate a local liaison able to carry out their duties to ensure that homeless students are identified and have a full and equal opportunity to succeed in school.

Current Consideration:

Under the Federal McKinney-Vento Act, SEAs and LEAs must review and revise policies, as well as procedures to remove barriers to high-quality education for homeless children and youths. The current Board Policy 8540, Education for Homeless Children, was last reviewed in May 2003.

Every Student Succeeds Act (ESSA) and additional policy, such as the AB1806 Homeless Youth Requirements for Graduation, have since given additional rights or areas of focus for students meeting the criteria for homeless.

The recommended revised policy now reflects these additional provisions and was amended by using the California School Board Association sample homeless education board policy and administrative regulation.

Budget Implication:

There is no impact to the budget.

Staff Recommendation:

It is recommended that the Board review and/or approve revised Board Policy 8540 (6173).
[EXHIBIT N]

11.13 **New Board Policy 8545, (6173.1), Education for Foster Youth, Second Reading (Roll Call Vote)** **INFORMATION/ACTION ITEM**

Background Information:

Assembly Bill 490 (AB 490) refers to California legislation that addresses many of the barriers to equal educational opportunity for foster children and youth. AB 490 was passed in 2003 and became effective January 1, 2004. Its provisions charge school districts, county social service agencies, and other professionals with additional responsibilities to facilitate educational equity for foster children. Recognizing how often these children face educational disruptions, AB 490 added new provisions to the law and amended others, mostly in the California Education Code. If these provisions are followed, they should facilitate stability and educational opportunity in the best interest of each child in foster care.

Current Consideration:

With the intentional attention of foster youth in the District's Local Control Accountability Plan, the Foster Youth Taskforce, and additional policies, such as the AB216 Minimum

Requirements for Graduation there is a need to establish board policy that formally addresses the rights and needs of foster youth.

The recommended policy reflects the provisions for foster youth under the law and was developed by using the California School Board Association's sample foster youth education board policy and administrative regulation.

Budget Implication:

There is no impact to the budget.

Staff Recommendation:

It is recommended that the Board approve revised Board Policy 8545 (6173.1).

[EXHIBIT O]

11.14 **Revised Board Policy 71105 (6146.1), High School Graduation Requirements, Second Reading (Roll Call Vote)** **INFORMATION/ACTION ITEM**

Background Information:

Board Policy 71105 (6164.5), High School Graduation Requirements sets forth the District's commitment to ensure students are provided the opportunity to become College, Career and Life Ready. The District's graduation requirements are designed to ensure proficiency on curriculum standards, provide a common base of general education, encourage academic excellence and participation in enrichment studies, as well as comply with California law. The policy was last revised in May 2016. Throughout the 2018-19 year, stakeholders across the District reviewed language currently included in our High School Graduation Requirements Board Policy and made recommendations for updates to ensure clarity. Updated language includes: 1) Course Requirements such as our Career Technical Education/Career-related courses, Physical Education, and Health; 2) Exemption/waivers for foster youth, homeless students, former juvenile course school students, children of a military family, migrant students, or newly arrived immigrant students participating in a newcomer program; and 3) Alignment of our board policy language with the California School Boards Association model policy.

Current Consideration:

Our graduation policy drives decisions regarding District practices and protocols. The Board of Trustees engaged in the first reading of revised Board Policy 71105 (6146.1) at the March 5, 2020, Board Meeting. There were no proposed changes from the Board. The Board of Trustees is requested to engage in the second reading of revised Board Policy 71105 (6146.1).

Budget Implication:

There is no impact to the budget.

Staff Recommendation:

It is recommended that the Board review and/or approve revised Board Policy 71105 (6146.1). [EXHIBIT P]

11.15 **Grant Award, City of Anaheim, Anaheim Community Foundation** **ACTION ITEM**

Background Information:

The Anaheim Community Foundation (ACF) has helped build and maintain a better Anaheim since 1984. Their vision is to enrich the lives of Anaheim residents by addressing community

needs, helping local nonprofits through grant opportunities, awarding youth program scholarships, and enhancing citywide programs and services. This all is done through the generous support of our residents and businesses.

Current Consideration:

The District applied for The Response and Recovery Grant from ACF. This Grant is designed to give organizations funding to address immediate needs facing residents due to the COVID-19 crisis. The District recently received word that we have been selected to receive a Response and Recovery grant in the amount of \$50,000. The grant is awarded for the purpose of helping District families with lack of resources, including but not limited to, baby supplies, cleaning supplies, bus passes, food, and other essential home needs.

Budget Implication:

There is no impact to the budget. The grant amount is \$50,000.

Staff Recommendation:

It is recommended that the Board of Trustees approve the grant award. [EXHIBIT Q]

- 11.16 **Agreement, SWANK Motion Pictures, Inc.** **ACTION ITEM**
(Roll Call Vote)

Background Information:

SWANK K-12 Streaming is a convenient, controlled, and connected streaming platform that will make it easy for AUHSD teachers to incorporate high-quality films into lesson plans. The content is curated specifically for educators based on the movies they need for lessons and provides access both inside the classroom or for assignments outside of the classroom. Movies can do more than simply entertain. The right film has the power to awaken emotions, spark discussions, and add depth to an event. Teachers will address the key social issues and movements of today in our global community by pairing diverse films with impactful pre or post-show lessons and activities. SWANK will provide a vehicle for AUHSD students to explore how film can introduce varied perspectives and spur greater understanding of major events, both past and present.

Current Consideration:

The District would like to partner with SWANK K-12 Streaming to purchase a District license, which allows 200 popular titles and 200 more titles to be determined by the District to be accessed by all students and teachers across all school sites online. Services are being provided August 20, 2020, through August 19, 2021.

Budget Implication:

The total amount of the expenditures is not to exceed \$26,100 for one year. (Learning Loss Mitigation Funds and ESSER Funds)

Staff Recommendation:

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

- 11.17 **Client Services Agreement, Qualtrics, LLC** **ACTION ITEM**
(Roll Call Vote)

Background Information:

With the transition to distance learning, the District has a need for digital options to complete many traditional tasks, including digital signatures, workflow tracking for projects, electronic forms, as well as quick options to survey our students, families, and staff for real

time information and feedback. Qualtrics, LLC (Qualtrics) is a comprehensive platform that can meet all these needs and eliminate the overlap of multiple data systems. Qualtrics currently serves over fifty school districts in California to improve processes, simplify compliance, and manage data collection.

Current Consideration:

The District will conduct a one-year pilot to coordinate multiple systems through Qualtrics during distance learning, with the option to continue and expand services in the future. Current priorities with Qualtrics include a digital signature component for all District divisions, a survey platform and data dashboard to gather feedback from our stakeholders during distance learning, as well as the capability to digitize many District forms, such as student emergency cards, transfer forms, and consent for mental health services. The pilot year will be provided at a reduced cost to the District since the use of Qualtrics' features and applications generally expand as the capacity for use increases. Included in the cost is professional training and support, as well as access to regional network projects of over fifty districts in California. Services for the pilot year are being provided August 7, 2020, through August 6, 2021. The agreement will be signed following Board approval.

Budget Implication:

The total cost is not to exceed \$64,375.50. (Learning Loss Mitigation Funds and ESSER Funds)

Staff Recommendation:

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

- 11.18 **Educational Consulting Agreement, Inspired Resolutions Licensed Clinical Social Worker Inc., Servite High School (Roll Call Vote)** ***ACTION ITEM***

Background Information:

The District is required to extend certain federal categorical program resources to private schools within its boundaries. Title IV of the Elementary and Secondary Education Act (ESEA) is intended to improve students' academic achievement by providing all students with access to a well-rounded education; improving school conditions for student learning; and improving the use of technology to support the academic achievement and digital literacy of all students. The District has long partnered with Servite High School to provide services to their students and staff.

Current Consideration:

Inspired Resolutions owner Brandon Joffe, is a licensed clinical social worker (LCSW). He will oversee and assign Inspired Resolutions counselors who will provide mental health services and training to Servite High School staff and students. The services will assist Servite High School in the further improvement of school conditions for student learning, as well as maintaining a safe and welcoming campus culture. Services will be provided September 22, 2020, through June 22, 2021.

Budget Implication:

The total cost is not to exceed \$12,000. (Title IV Funds)

Staff Recommendation:

It is recommended that the Board of Trustees approve the educational consulting agreement. [EXHIBIT T]

- 11.19 **Service Agreement, Platform Athletics, LLC dba PLT4M** **ACTION ITEM**
(Roll Call Vote)

Background Information:

The PLT4M online physical education and athletics software aids physical education teachers, coaches, and athletic/intramural directors in providing students with skill-appropriate, standards-based kinesthetic lessons, activities as well as assessments in a virtual, hybrid and/or physical environment, which meets state, national, as well as online learning standards for physical education.

Current Consideration:

The PLT4M software will include staff training/onboarding via recorded and live webinars, as well as ongoing staff support as needed. Services are being provided September 1, 2020, through August 31, 2021.

Budget Implication:

The total cost is not to exceed \$20,000. (Learning Loss Mitigation Funds and ESSER Funds)

Staff Recommendation:

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

- 11.20 **Service Agreement, Art of Education** **ACTION ITEM**
(Roll Call Vote)

Background Information:

The District and Board of Trustees have a long history of supporting visual and performing arts. This support has led to a robust arts education for District students, as well as award-winning programs across the different art disciplines. Transitioning to distance learning has necessitated additional resources for our students and teachers in order to maintain the high-quality instruction District students typically experience.

Current Consideration:

This subscription service allows visual arts teachers to search thousands of premium curriculum materials, including lessons, videos, resources, and assessments. The platform also provides relevant professional learning for visual art teachers. Services are being provided August 1, 2020, through July 30, 2021.

Budget Implication:

The total cost is not to exceed \$22,715. (Learning Loss Mitigation Funds and ESSER Funds)

Staff Recommendation:

It is recommended that the Board of Trustees ratify the service agreement. [EXHIBIT V]

- 11.21 **Agreement, Lucid Software Inc.** **ACTION ITEM**
(Roll Call Vote)

Background Information:

The transition to a virtual learning environment has been a paradigm shift for students, teachers, and the staff that support them. Teachers provided feedback on applications that will supplement the District's existing learning platforms.

Current Consideration:

Lucid Software (Lucid) provide two products to all students and staff. Lucidchart uses charting and diagramming tools to explain complex processes and demonstrate learning techniques with timelines, mind maps, and Venn diagrams. Lucidpress is a desktop publishing tool that enables users to create visually stimulating content such as learning aids, posters, brochures, flyers, newsletters, magazines, and presentations. Both tools integrate into the District’s Google environment and have collaboration features. Services will be provided September 16, 2020, through September 15, 2021.

Budget Implication:

The total cost for this service is not to exceed \$29,500. (Learning Loss Mitigation Funds and ESSER Funds)

Staff Recommendation:

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

11.22 **School-Sponsored Student Organizations**
(Roll Call Vote)

ACTION ITEM

Background Information:

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

Current Consideration:

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

- 11.22.1 KIKA Club, Kennedy High School [EXHIBIT X]
- 11.22.2 National Alliance of Mental Illness (NAMI), Oxford Academy [EXHIBIT Y]
- 11.22.3 Black Student Union, Dale Junior High School [EXHIBIT Z]
- 11.22.4 Black Student Union, South Junior High School [EXHIBIT AA]

Budget Implication:

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

Staff Recommendation:

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

HUMAN RESOURCES

11.23 **Public Hearing, Disclosure of Collective Bargaining Agreement with ASTA**

INFORMATION ITEM

Background Information:

The Board of Trustees must hold a public hearing to hear comments related to the collective bargaining agreement with the Anaheim Secondary Teachers Association (ASTA) for the 2019-20 year, in accordance with AB 1200 (Statutes of 1991, G.C. 3547.3, Chapter 1213). Copies of the disclosure are available for review and study in the Business Office, 501 N. Crescent Way, Anaheim, California.

Current Consideration:

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

Budget Implication:

There is no impact to the budget.

Staff Recommendation:

Although this is an information item only, requiring no formal action by the Board of Trustees, it is recommended that the Board formally open the public hearing to provide the public an opportunity to speak on the proposed agreement. Comments may be submitted online at <https://bit.ly/2KJTiMw> prior to the Board meeting.

11.24 **Adoption of the 2019-20 Collective Bargaining Agreement with ASTA** ***ACTION ITEM***
(Roll Call Vote)

Background Information:

The District and the Anaheim Secondary Teachers Association (ASTA) had a two-year agreement for the 2018-19 and 2019-20 years. The District and ASTA brought forth proposals to begin the negotiations for 2019-20 and negotiations commenced in the fall of 2019. A tentative agreement was reached on August 12, 2020. The tentative agreement is pending ratification by unit members of ASTA.

Current Consideration:

The tentative agreement is for year 2019-20. The tentative agreement includes a 0.50 percent off schedule bonus and a 0.50 percent increase on the salary schedule retroactive to July 1, 2019. The agreement also includes other contract language changes.

Budget Implication:

The increase for the 0.50 percent off schedule bonus will cost \$777,848 and a 0.50 percent salary schedule increase will impact the budget with an additional estimated expense of \$795,149 per year. (General Funds)

Staff Recommendation:

It is recommended that the Board of Trustees adopt the 2019-20 collective bargaining agreement with ASTA, pending ratification by unit members of ASTA. [EXHIBITS BB and CC]

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

Background Information:

The Board of Trustees is requested to hold a public hearing on the collective bargaining agreement with the California School Employees Association (CSEA) for 2019-20, in accordance with AB 1200 (Statutes of 1991, G.C. 3547.3, Chapter 1213). Copies of the disclosure are available for review and study in the Business Office, 501 N. Crescent Way, Anaheim, California 92801.

Current Consideration:

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

Budget Implication:

There is no impact to the budget.

Staff Recommendation:

Although this is an information item only, requiring no formal action by the Board of Trustees, it is recommended that the Board formally open the public hearing to provide the public an opportunity to speak on the proposed agreement. Comments may be submitted online at <https://bit.ly/2KJTIMw> prior to the Board meeting.

11.26 **Adoption of the 2019-20 Collective Bargaining Agreement with CSEA** ***ACTION ITEM***
(Roll Call Vote)

Background Information:

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

Current Consideration:

The tentative agreement includes a 0.50 percent off schedule bonus and a 0.50 percent increase on the salary schedule retroactive to July 1, 2019.

Budget Implication:

The increase for the 0.50 percent off schedule bonus will cost \$234,614 and a 0.50 percent salary schedule increase will impact the budget with an additional estimated expense of \$234,614 per year. (General Funds)

Staff Recommendation:

It is recommended that the Board of Trustees adopt the 2019-20 collective bargaining agreement with CSEA. [EXHIBITS DD and EE]

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

Background Information:

The Board of Trustees is requested to hold a public hearing on the collective bargaining agreement with the Mid-Managers Association (MMA) for 2019-20 in accordance with AB 1200 (Statutes of 1991, G.C. 3547.3, Chapter 1213). Copies of the disclosure are available for review and study in the Business Office, 501 N. Crescent Way, Anaheim, California 92801.

Current Consideration:

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

Budget Implication:

There is no impact to the budget.

Staff Recommendation:

Although this is an information item only, requiring no formal action by the Board of Trustees, it is recommended that the Board formally open the public hearing to provide the public an opportunity to speak on the proposed agreement. Comments may be submitted online at <https://bit.ly/2KJTmW> prior to the Board meeting.

11.28 **Adoption of the 2019-20 Collective Bargaining Agreement with MMA (Roll Call Vote)**

ACTION ITEM

Background Information:

The District entered into contract negotiations with the Mid-Managers Association (MMA) for a successor agreement after proposals were brought forth by both parties. Negotiations were held and a tentative agreement was reached by both parties and ratified by MMA.

Current Consideration:

The tentative agreement includes a 0.50 percent off schedule bonus and a 0.50 percent increase on the salary schedule retroactive to July 1, 2019.

Budget Implication:

The increase for the 0.50 percent off schedule bonus will cost \$9,723 and a 0.50 percent salary schedule increase will impact the budget with an additional estimated expense of \$9,723 per year. (General Funds)

Staff Recommendation:

It is recommended that the Board of Trustees adopt the 2019-20 collective bargaining agreement with MMA. [EXHIBITS FF and GG]

11.29 **Public Hearing, Disclosure of Collective Bargaining Agreement with APGA**

INFORMATION ITEM

Background Information:

The Board of Trustees must hold a public hearing to hear comments related to the collective bargaining agreement with the Anaheim Personnel and Guidance Association (APGA) for 2019-20, in accordance with AB 1200 (Statutes of 1991, G.C. 3547.3, Chapter 1213). Copies of the disclosure are available for review and study in the Business Office, 501 N. Crescent Way, Anaheim, California.

Current Consideration:

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

Budget Implication:

There is no impact to the budget.

Staff Recommendation:

Although this is an information item only, requiring no formal action by the Board of Trustees, it is recommended that the Board formally open the public hearing to provide the public an opportunity to speak on the proposed agreement. Comments may be submitted online at <https://bit.ly/2KJTmW> prior to the Board meeting.

11.30 **Adoption of the 2019-20 Collective Bargaining Agreement with APGA**
(Roll Call Vote)

ACTION ITEM

Background Information:

The District and APGA brought forth proposals to begin the reopener negotiations for 2019-20 and a tentative agreement was reached. The tentative agreement was ratified by unit members of APGA.

Current Consideration:

The tentative agreement includes a 0.50 percent off schedule bonus and a 0.50 percent increase on the salary schedule retroactive to July 1, 2019.

Budget Implication:

The increase for the 0.50 percent off schedule bonus will cost \$48,336 and a 0.50 percent salary schedule increase will impact the budget with an additional estimated expense of \$48,336 per year. (General Funds)

Staff Recommendation:

It is recommended that the Board of Trustees adopt the 2019-20 collective bargaining agreement with APGA. [EXHIBITS HH and II]

11.31 **Certificated Administrators, Classified Management, and Classified Confidential Salary Schedules**
(Roll Call Vote)

ACTION ITEM

Background Information:

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

Current Consideration:

The 2019-20 salary schedules for unrepresented employees include administrators, classified management, and confidential classifications. Due to the agreements with the Anaheim Secondary Teachers Association (ASTA) for a 0.50 percent off schedule bonus, as well as to increase salaries by 0.50 percent, the 2019-20 salary schedules for unrepresented employees shall be increased by 0.50 percent to become the 2019-20 salary schedules, retroactive to July 1, 2019. Longevity stipends will be increased at a commensurate rate with the certificated and classified bargaining units.

Budget Implication:

The increase for the 0.50 percent off schedule bonus will cost \$282,000 and a 0.50 percent salary schedule increase will impact the budget with an additional estimated expense of \$282,000 per year. (General Funds)

Staff Recommendation:

It is recommended that the Board of Trustees adopt the 2019-20 salary schedules for administrators, classified management, and confidential employees. [EXHIBIT JJ]

11.32 **Employment Agreement and Compensation for Superintendent** **ACTION ITEM**
(Roll Call Vote)

Background Information:

An employment agreement is required for the Superintendent. On June 18, 2020, the Board of Trustees approved the amendment to the Superintendent's employment agreement.

Current Considerations:

On this Board agenda, the Board is being requested to approve the collective bargaining agreements with the Anaheim Secondary Teachers Association, the California School Employees Association, the Mid-Managers Association, and the Anaheim Personnel and Guidance Association, which provide a 0.50 percent off schedule bonus and a 0.50 percent salary increase retroactive to July 1, 2019. Also on this Board agenda, the Board is being requested to approve a 0.50 percent off schedule bonus and a 0.50 percent salary increase retroactive to July 1, 2019, for the Anaheim Leadership Team Association, which comprises the District's management personnel, excluding the Superintendent and upper-level management employees. The Superintendent's employment agreement indicates that the Board may review the salary and, with consent of the Board, may increase the salary at any time during the agreement.

Budget Implication:

There is not a known budget impact at this time.

Staff Recommendation:

It is recommended that the Board of Trustees discuss the Superintendent's employment agreement and compensation, to include a 0.50 percent off schedule bonus and a 0.50 percent salary increase retroactive to July 1, 2019.

11.33 **Employment Agreements and Compensation for Assistant** **ACTION ITEM**
Superintendents, Chief Academic Officer, and District Counsel
(Roll Call Vote)

Background Information:

Employment agreements are required for unrepresented upper-level management employees. On June 18, 2020, the Board of Trustees approved the amendments to employment agreements with the Assistant Superintendent, Education; Assistant Superintendent, Human Resources; Assistant Superintendent, Business; Chief Academic Officer; and District Counsel.

Current Considerations:

On this Board agenda, the Board is being requested to approve the collective bargaining agreements with the Anaheim Secondary Teachers Association, the California School Employees Association, the Mid-Managers Association, and the Anaheim Personnel and Guidance Association, which provide a 0.50 percent off schedule bonus and a 0.50 percent salary increase retroactive to July 1, 2019. Also on this Board agenda, the Board is being requested to approve a 0.50 percent off schedule bonus and a 0.50 percent salary increase retroactive to July 1, 2019, for the Anaheim Leadership Team Association, which comprises the District's management personnel, excluding the Superintendent and upper-level management employees. The employment agreements with the Assistant Superintendent, Education; Assistant Superintendent, Human Resources; Assistant Superintendent, Business; Chief Academic Officer; and District Counsel indicate that the Board may review the salary and, with consent of the Board, may increase the salary at any time during the agreement.

Budget Implication:

There is not a known budget impact at this time.

Staff Recommendation:

It is recommended that the Board of Trustees discuss the employment agreements and compensation for the following upper-level management employees, to include a 0.50 percent off schedule bonus and a 0.50 percent salary increase retroactive to July 1, 2019:

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

12. CONSENT CALENDAR
(Roll Call Vote)

ACTION ITEM

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

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

BUSINESS SERVICES

12.1 **Membership, Coalition for Adequate School Housing (CASH) Organizational**

Background Information:

CASH was founded in 1978 as a response to diminished statewide resources for school facilities. CASH has over 1,200 members and is the preeminent statewide organization representing school facility professionals in both the public and private sector. CASH provides advocacy, leadership, development, educational opportunities, and resources within the school facilities arena. CASH advocacy ensures there are State funds to build, renovate, and maintain K-12 schools. CASH is dedicated to making sure the students in California have access to quality, safe, and healthy environments that foster learning and success.

Current Consideration:

CASH membership benefits include the ability for District staff to access a myriad of job specific resources, access to expert members and leadership on District specific issues, as well as discounted educational events.

Budget Implication:

The cost for a District organizational membership for the 2020-21 year is \$952. This cost will be offset by the reduced cost to send staff to professional development. (General Funds)

Staff Recommendation:

It is recommended that the Board of Trustees approve the organizational membership to CASH.

12.2 **Award of Bid**

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

<u>Bid#</u>	<u>Service</u>	<u>Award</u>	<u>Amount</u>
2021-02	Trident Education Center Healthy Smiles Trailer Site Improvements (Healthy Smiles)	IVL Contractors, Inc.	\$64,440

Staff Recommendation:

It is recommended that the Board of Trustees award Bid No. 2021-02.

12.3 **Ratification of Change Order**

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

Bid #2020-17, Sycamore Junior High School Fire Water Connection (Measure H Funds) Pro-Craft Construction Original Contract	P.O. #P64A0050	\$78,700
Change Order #1 [EXHIBIT KK]		\$(10,000)
New Contract Value		\$68,700

Staff Recommendation:

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

12.4 **Notice of Completion**

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

Bid #2020-17, Sycamore Junior High School Fire Water Connection (Measure H Funds) Pro-Craft Construction Original Contract	P.O. #P64A0050	\$78,700
Contract Changes		\$(10,000)
Total Amount Paid		\$68,700

Staff Recommendation:

It is recommended that the Board of Trustees authorize the assistant superintendent, Business to accept Bid No. 2020-17 as complete, and authorize the filing of the notice of completion with the Office of the County Recorder.

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

Background Information:

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

The District purchases computer equipment, Chromebooks, software, peripherals, and related services from Hewlett-Packard Company, pursuant to the provisions of Public Contract Code Sections 10298, 10299, and 12100 et seq. utilizing the Master Price Agreement No. MNNVP-133 awarded by the State of Minnesota and the National Association of State Procurement Officials/Western States Contracting Alliance (NASPO/WSCA), including Amendment No. 3 to Contract MNNVP-133, and approved for use by the State of California Department of General Services through the California Participating Addendum 7-15-70-34-001.

Current Consideration:

NASPO/WSCA is an alliance consisting of many states throughout the United States that provides its members with better purchasing power and deeply discounted prices. The contract is a "direct from the manufacturer" purchase, based on volume-discounted prices, where orders can be placed through an approved servicing contractor (authorized reseller). The volume is being pooled with other members of the NASPO/WSCA alliance to obtain the lowest prices. Minnesota was the state that took the lead and processed a bid that resulted in an award of a contract to Hewlett-Packard Company. The District has been purchasing directly from the Hewlett Packard Company and can also purchase from Sehi Computer Products, Inc., an approved servicing contractor (authorized reseller).

This will allow staff to purchase services, equipment, and software through July 31, 2021.

Budget Implication:

This contract is intended to provide a buying vehicle for the purchase of computer hardware products, Chromebooks, associated peripherals, and accessories to meet the information technology needs of students, staff, and the District's business applications on an as needed basis. Most purchases have recently been to support distance learning. The total amount of the award is not to exceed \$6,500,000. (Various Funds)

Staff Recommendation:

It is recommended that the Board of Trustees approve the use of the contract for the purchase of computer equipment, software, peripherals, and related services utilizing NASPO/WSCA Master Price Agreement No. MNNVP-133, including Amendment No. 3 to Contract MNNVP-133, approved for use by the State of California's Department of General Services through the California Participating Addendum 7-15-70-34-001 to Hewlett-Packard Company (Hewlett Packard Enterprise and HP. Inc.), directly or to the approved fulfillment subcontractor Sehi Computer Products, Inc.

12.6 **Piggyback for Telephone Equipment, Software, and Services**

Background Information:

The District utilizes the Mitel phone system Districtwide. This system has the capacity to use a softphone to make phone calls from any location. A softphone is a software program that runs on a computer and functions as a phone. There are two components needed to enable this capability. The phone system requires a gateway and licenses for end users. The gateway is a piece of hardware that connects our phone system to the outside world. The phone system has the capacity for 1,200 users and can handle 300 simultaneous calls.

Current Consideration:

The State of California's Department of General Services (DGS) has a piggybackable contract through the California Multiple Awards Schedule (CMAS) with Mitel Networks, Inc. The contract is a "direct from the manufacturer" purchase, based on volume-discounted

prices, where orders can be placed through an approved servicing contractor (authorized reseller). In this case, the servicing contractor would be IntelesysOne, Inc.

The equipment, software, and services will be purchased utilizing DGS CMAS contracts 3-08-70-2630A. The District will utilize this contract pursuant to the provisions of Public Contract Code Sections 10298, 10299, and 12100 et seq. to purchase the items as needed.

Budget Implication:

The total amount of the award is not to exceed \$139,500. (Learning Loss Mitigation Funds)

Staff Recommendation:

It is recommended that the Board of Trustees approve the purchase of equipment, software, and services utilizing DGS's CMAS contract 3-08-70-2630A to the approved fulfillment subcontractor IntelesysOne, Inc., pursuant to Public Contract Code Sections 10298, 10299, and 12100 et seq.

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

Staff Recommendation:

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

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

Staff Recommendation:

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

12.9 **Donations**

Staff Recommendation:

It is recommended that the Board of Trustees accept the donations as submitted. [EXHIBIT NN]

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

Staff Recommendation:

It is recommended that the Board of Trustees ratify the reports August 4, 2020, through September 3, 2020. [EXHIBITS OO and PP]

12.11 **Check Register/Warrants Report**

Staff Recommendation:

It is recommended that the Board of Trustees ratify the report August 4, 2020, through September 3, 2020. [EXHIBIT QQ]

12.12 SUPPLEMENTAL INFORMATION

12.12.1 ASB Fund, June 2020 [EXHIBIT RR]

12.12.2 Cafeteria Fund, June 2020 [EXHIBIT SS]

EDUCATIONAL SERVICES

12.13 **Membership, Accrediting Commission for Schools, Western Association of Schools and Colleges (WASC)**

Background Information:

The accreditation process is managed by WASC, which is responsible for authorizing a school’s certification. Accreditation is vital to a school’s certification, as it is required for its courses and diplomas to be recognized by colleges and universities. Students of schools that do not receive accreditation will not have their coursework accepted by institutions of higher education.

Current Consideration:

School districts are required to pay an annual WASC membership fee for all school sites seeking candidacy or accreditation. Each school site is granted a term of accreditation by WASC and must complete a WASC self-study review prior to the conclusion of their term of accreditation. Invoices for annual membership fees have been received for the following school sites for the period of August 12, 2020, through June 30, 2021.

Anaheim High School	Accreditation through 2021
Cypress High School	Accreditation through 2022
Gilbert High School	Accreditation through 2025
Katella High School	Accreditation through 2024
Kennedy High School	Accreditation through 2022
Loara High School	Accreditation through 2024
Magnolia High School	Accreditation through 2025
Oxford Academy	Accreditation through 2022
Polaris High School	Accreditation through 2021
Savanna High School	Accreditation through 2024
Western High School	Accreditation through 2024

Budget Implication:

The annual installment for the 2020-21 year is \$1,070 per school site and \$970, for a mid-cycle one-day visit for Loara High School. The annual installment for the 2019-20 year was \$1,070 per school site. (General Funds)

Staff Recommendation:

It is recommended that the Board of Trustees approve payment of the annual membership fees.

12.14 **Agreement Renewal, Hayes Software Systems**

Background Information:

Hayes Software Systems offers web-based software for the real-time management of instructional materials/textbooks. The system interfaces with the student information system to automate the comparison of enrollment numbers to the number of textbooks on hand at each school site, for each course that requires a textbook. The product will also

refine the way textbooks are distributed and collected from students, making it easier for teachers and support staff to collect fees for lost or damaged textbooks.

Current Consideration:

The District will contract with Hayes Software Systems to provide the District with a real-time, web-based instructional material/textbook management system. Services will be provided October 1, 2020, through September 30, 2021.

Budget Implication:

The cost of Hayes Software Systems licensing renewal for one year is 18,366.75. (LCFF Funds)

Staff Recommendation:

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

12.15 **Educational Consulting Agreement, Vital Link**

Background Information:

For the past 18 years, the District has partnered with Vital Link as it facilitated Career Technical Education (CTE) advisory boards. Kathy Johnson, executive director of Vital Link, has coordinated and facilitated the industry panels and activities for the following industry pathways: Arts, Media and Entertainment; Business and Finance; Construction; Culinary Arts; Education; Engineering and Design; Health Science and Medical Technology; Information and Communication Technology; Marketing, Sales, and Services; Manufacturing and Product Design; Public Services; and Transportation. Vital Link has also coordinated the interactive career exploration portion of the District's annual College and Career Fair.

Current Consideration:

Vital Link will continue its focus on the expansion of industry involvement on the advisory boards, and assist faculty in the development of ongoing industry and educational partnerships, as well as resources. Vital Link will also assist in the coordination of the District's annual College and Career Fair, which will be virtual. Services will be provided September 15, 2020, through July 31, 2021.

Budget Implication:

The cost for services is not to exceed \$26,425. (Perkins Funds)

Staff Recommendation:

It is recommended that the Board of Trustees approve the educational consulting agreement. [EXHIBIT UU]

12.16 **Amendment, Educational Consulting Agreement, Illumination Institute**

Background Information:

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

Current Consideration:

On July 2, 2020, the Board of Trustees approved an educational consulting agreement with Illumination Institute to provide professional learning and instructional resources for teachers, administrators, parents, and staff throughout the District. Since then, additional services were added to include Cambridge Virtual Academy, the implementation of mindfulness curriculum at South Junior High School, and training for college tutors. An amendment is required to increase the previously approved amount from \$53,000 to \$83,000. All other terms and conditions remain intact.

Budget Implication:

The total amended cost for these services is not to exceed \$83,000. (Learning Loss Mitigation Funds and LCFF Funds)

Staff Recommendation:

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

12.17 **Educational Consulting Agreement, MindKind Institute (MKI)**

Background Information:

MindKind Institute (MKI) has provided executive coaching and Self-Awareness Training for District leaders since October 2017. The executive coaching has helped the District transform culture at school sites that align with District goals and initiatives. MKI will provide two cohorts of Conscious Communication for Business Leaders, one cohort of Parent Leadership Coaching, three Practicum modules, and one month of the MindKindness Fellowship for school administrators, teachers, and parents. This multi-pronged approach is intended to develop mindful leaders at the District, with the highest level of commitment to the 5Cs: Collaboration, Communication, Creativity, Critical thinking, and Compassion and Character. Dr. Home H.C. Nguyen and MKI faculty members will facilitate the training.

Current Consideration:

Participants will learn about private sector executive leadership training, a variety of meditation techniques, and how they can weave these techniques into everyday life. The program is delivered via an online coach and a teacher-led, group-learning platform. Two key ways in which MKI will support District leaders are by cultivating emotional and relational intelligence, as well as strengthening leadership teams. Services are being provided August 17, 2020, through June 30, 2021.

Budget Implication:

The total cost for services is not to exceed \$116,500. (Learning Loss Mitigation Funds and ESSER Funds)

Staff Recommendation:

It is recommended that the Board of Trustees ratify the educational consulting agreement. [EXHIBIT WW]

12.18 **Services Partnership Agreement, TeachFX, Inc.**

Background Information:

TeachFX is an organization that provides consultative and professional learning services to districts and does so leveraging the TeachFx software tool the organization has developed. The TeachFX software is a reflective instruction tool that is designed to allow teachers to see

evidence of and track progress toward the realization of classrooms that exhibit the 5Cs: Collaboration, Communication, Creativity, Critical thinking, and Compassion and Character.

TeachFX is an app that has helped hundreds of schools increase their student engagement by visualizing, for teachers, what portions of the class are teacher talk versus student talk. The idea is to give teachers a useful barometer of student engagement that can be checked every day. In addition, TeachFX promotes meaningful and equitable classroom dialogue through professional learning that is data-driven, job-embedded, and teacher-led.

Current Consideration:

The District will contract TeachFX, Inc. to purchase the following services:

- District and School Leadership Consultation Services
- Data Science and Data Analysis
- Data Reporting, Presentation, and Recommendation Services
- Virtual Professional Learning Design, Consultation, and Support Services
- Virtual Professional Learning Delivery
- Technical Support Services

Services are being provided August 18, 2020, through June 30, 2021.

Budget Implication:

The total cost for these services is not to exceed \$96,000. (Learning Loss Mitigation Funds and ESSER Funds)

Staff Recommendation:

It is recommended that the Board of Trustees ratify the services partnership agreement.

[EXHIBIT XX]

12.19 **Agreement Amendment, Department of Rehabilitation**

Background Information:

Under the Workforce Innovation and Opportunity Act (WIOA), the Department of Rehabilitation (DOR) has been tasked with serving the underserved transition aged youth with pre-employment transition services through the We Can Work Grant. Through the We Can Work agreement, the goal is to improve employability for high school students receiving special education services under an Individualized Education Program (IEP). The District has partnered with the DOR since 2016 to provide these services. The DOR has recently received continued funding for the We Can Work program.

Current Consideration:

The DOR funds will continue to be used to create a case service contract with our District, which allows us to extend work experience/training opportunities for our Special Youth Services student population. These funds will also continue to be used to pay 5 percent of the two Vocational Education Transition Counselors and two Job Developers' salaries to coordinate the employment services. The increase in student wages will be provided to 65 identified students in the 2020-21 year and 61 identified students in the 2021-22 year, who receive special education services. This increase in funding includes Federal Insurance Contributions Act (FICA) and worker's compensation cost for work experience. An amendment is requested to extend the dates of service from July 1, 2019, through June 30, 2021, to July 1, 2019, through June 30, 2022.

Budget Implication:

There is no impact to the budget.

Staff Recommendation:

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

12.20 **Nonpublic, Nonsectarian School/Agency Services Master Contract**

Background Information:

The District provides federally mandated services to students through the Individualized Education Program (IEP) process. The District has a wide continuum of educational placements within the District. At times, a student's needs are such that the District cannot meet the student's needs with existing District programs. Although the District strives to curtail placements outside of the District, at times, the District places students in certified non-public schools (NPS) or certified residential treatment centers (RTC), and/or obtain services from a certified non-public agencies (NPA). The Individuals with Disabilities Education Act (IDEA) creates a full continuum of placement options that include such restrictive placements. Annually, the Orange County Department of Education negotiates rate structures with NPA and NPS that are located both inside and outside of California. The master contract outlines the legal responsibilities of each party. Only one master contract is necessary for each NPA or NPS. The District enters an individual services agreement with the NPA, NPS, or RTC that identifies the placement and services that a student will receive.

Current Consideration:

It is requested that the Master Contract be approved to be used for any student requiring NPA, NPS, or RTC. Services are being provided July 1, 2020, through June 30, 2021.

Budget Implication:

There is no impact to the budget.

Staff Recommendation:

It is recommended that the Board of Trustees ratify the master contract. [EXHIBIT ZZ]

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

Background Information:

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

Current Consideration:

Los Alamitos Unified School District (LAUSD) has requested to enter into a MOU with the District permitting students from LAUSD to be enrolled in specialized programs operated by the District. The MOU for placing special education students from LAUSD in the District programs is presented to the Board of Trustees for consideration of approval. Services are being provided August 1, 2020, through June 30, 2021.

Budget Implication:

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

Staff Recommendation:

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

12.22 **Grant Award (2020-23), Tobacco Use Prevention Education (TUPE)
Cohort M, Tier 2**

Background Information:

The District became the lead fiscal agency of the Tobacco Use Prevention Education (TUPE) consortium grant between Anaheim Elementary School District (AESD) and the District, in the amount of \$1,850,093 for a 3-year term from 2014-17 and again for \$1,732,590 from 2017-20. AUHSD and AESD are pleased to have been awarded TUPE grant funding for 2020-23; the third, 3-year award. This second grant term concluded on June 30, 2020, with extensions to spend until December 31, 2020; however, the consortium was able to reapply for another 3-year term (2020-23). Over the last 6 years, the CDE TUPE Office has contributed \$3.58 million to Anaheim's District-led TUPE program and after this third, 3-year grant cycle approximately \$5.27 million. The District and AESD students have and will benefit by becoming anti-tobacco/vape youth advocates.

Current Consideration:

In effort to create a continuous level of support from grades 6-12, for the next grant cycle (2020-23), the District will continue to act as the lead fiscal agency and collaborate with AESD. The District received notification that the TUPE grant application was approved for \$1,682,685 for the term of the grant (2020-23). The grant is targeted for grades 6-12 and mandates that curriculum, specific to the appropriate grade levels, is taught at participating schools, including 24 AESD elementary sites and all District comprehensive school sites, as well as Gilbert and Polaris high schools. In addition, youth development activities related to tobacco and e-cigarette/vaping cessation/prevention are expected by each participating school, as well as ongoing prevention education for staff, students, and parents. This program has, can and will empower youth to gain knowledge, ask questions, and make healthy decisions for themselves by living tobacco and vape free lives. Services are being provided July 1, 2020, through June 30, 2023.

Budget Implication:

There is no impact to the budget. The grant amount is \$1,682,685, with Year 1 funding in the amount of \$560,895.

Staff Recommendation:

It is recommended that the Board of Trustees ratify the grant award. [EXHIBIT BBB]

12.23 **Independent Contractor Agreement, Marcus Management Solutions**

Background Information:

Since the late 1990s, Marcus Management Solutions has helped many local school districts and nonprofit organizations to write grants. In particular, they have helped Anaheim Elementary School District (AESD) and Anaheim Family YMCA to write grants for mental health programs, Tobacco Use Prevention Education (TUPE), and 21st Century Community Learning Centers, such as Anaheim Achieves. They provide grant writing services free of cost to these organizations; however, when a grant is awarded, then they provide evaluation management services for programs funded by the grant. The District became the lead fiscal agency for a TUPE consortium grant between AESD and the District, starting in 2014.

The District continues to be the lead fiscal agency for the TUPE consortium grant between AESD and the District, in the amount of \$1,682,685 for a 3-year term from 2020-23 that will be approved by the Board of Trustees. The TUPE grant requires that an independent program evaluator prepare the annual program evaluation report that must be submitted to the California Department of Education. Marcus Management Solutions has been selected to provide the program evaluation services again for this second, 3-year grant term.

Current Consideration:

The Board of Trustees will accept a TUPE grant in the amount of \$1,682,685 with Year 1 funding of \$560,895. Marcus Management Solutions was selected to provide the program evaluation services. To secure these services, the District will enter into an independent contractor agreement with Marcus Management Solutions. Services are being provided July 1, 2020, through June 30, 2023.

Budget Implication:

Costs for these services are not to exceed \$50,481 per fiscal year, for a total of \$151,442 over a three-year period. (TUPE Funds)

Staff Recommendation:

The Board of Trustees ratify the independent contractor agreement. [EXHIBIT CCC]

HUMAN RESOURCES

12.24 **Memorandum of Understanding (MOU), Orange County Department of Education (OCDE), Career Technical Education (CTE) Teacher Credentialing Program**

Background Information:

The District has traditionally entered into agreements with OCDE programs to provide opportunities for educators to gain valuable professional experiences. This MOU provides a program for educators to obtain a Preliminary Designated Subjects CTE Credential. The District has had a CTE agreement in place with OCDE since 2018.

Current Consideration:

This MOU with OCDE is effective July 1, 2020, through June 30, 2021. Due to the amount of time required to process the agreement, OCDE did not provide the agreement until recently.

Budget Implication:

There is no impact to the budget.

Staff Recommendation:

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

12.25 **Certificated Personnel Report**

Staff Recommendation:

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

12.26 **Classified Personnel Report**

Staff Recommendation:

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

SUPERINTENDENT'S OFFICE

12.27 **Board of Trustees' Meeting Minutes**

12.27.1 July 16, 2020, Regular Meeting [EXHIBIT GGG]

12.27.2 August 13, 2020, Regular Meeting [EXHIBIT HHH]

Staff Recommendation:

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

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

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

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

15. ADVANCE PLANNING ***INFORMATION ITEM***

15.1 **Future Meeting Dates**

The next regular meeting of the Board of Trustees is set to be held on Thursday, October 15, 2020, at 4:00 p.m. A special meeting will be held Thursday, September 24, 2020.

Thursday, November 19 Tuesday, December 15

15.2 **Suggested Agenda Items**

16. ADJOURNMENT ***ACTION ITEM***

In compliance with the Americans with Disabilities Act, individuals with a disability who require modification or accommodation in order to participate in this meeting should contact the executive assistant to the superintendent at (714) 999-3503 by noon on Thursday, September 10, 2020.

Learning Continuity and Attendance Plan Template (2020–21)

The instructions for completing the Learning Continuity and Attendance Plan is available at <https://www.cde.ca.gov/re/lc/documents/lrngcntntyatndncpln-instructions.docx>.

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

General Information

[A description of the impact the COVID-19 pandemic has had on the LEA and its community.]

Many of our students and families face economic difficulties, unemployment, challenges with basic needs, housing insecurity, and health concerns. Anaheim is a resort community and so many families employment has been reduced or eliminated due to the closure of resort facilities and associated businesses. Many students and families struggled to access available community resources due to stay at home orders. Undocumented families faced additional difficulty in connecting to resources because of their immigration status and these families have seen significant increases in unemployment. The District, under the direction of the Education and Information technology department, initiated plans to provide technology resources to students. This was a necessary step to ensure our students and families could connect to academic, mental health, and school resources. Nearly 15,000 Chromebooks and 7,000 Wi-Fi access points were distributed to District students. This support in coordination with outreach from teachers, administrators, counselors, family and community engagement staff, office staff, and instructional aides resulted in over 90% of students accessing online courses and participating in a variety of support structures provided.

The city of Anaheim has been particularly affected by COVID-19 with several areas within the city showing high rates of infection. Targeted efforts by the District, in partnership with community agencies, to combat the spread of the virus within these areas is beginning to show promising signs. These efforts include free testing sites within the community, trained parents and community members (including high school students) to educate about how the virus is spread and contact tracing. Teachers delivered lessons regarding COVID-19 and how to slow the spread of the virus during the first week of school to ensure all students were aware of the information.

Stress and mental health issues are significant impacts for students, staff, families, and community. These stressors include frustration regarding access to and use of technology needed for distance learning as well as the time needed to effectively learn all the tools available for students, staff and parents. Many members of the District community are personally affected by COVID related illnesses and deaths further contributing to diminished mental health

[A description of the efforts made to solicit stakeholder feedback.]

The District conducted a Return to School parent survey was administered from June 25, 2020 to July 10, 2020. The sixteen-item survey was in an online format and was distributed via an email campaign to students' primary parental contact. Initially, 26,409 parents were sent an email invitation to take the survey and 14,511 responses were gathered. Questions were designed to collect data on parents' recent experience with distance education (if applicable), and on parent preferences for safely returning to school in the fall, based on California Department of Education (CDE) and California Department of Public Health (CDPH) guidance. Finally, parents were given space to provide feedback on each of the three return to school options being considered by the district. This initial outreach to parents gave feedback regarding the preferred method of instruction for the fall as well as identified several areas of support that families requested.

The District established an opening for schools task force to solicit input that informs decisions about schedules, safety measures, and protocols for opening of schools during the spring of 2020. This group focused on five areas; instruction, facilities and operations, systems and structures, health and safety, and mental health. This group includes board members, administrators, teachers, counselors, maintenance and operations staff, food services, transportation, union leadership, site clerical staff and community partners.

Three stakeholder engagement meetings were held on August 20th, 27th and September 3rd to provide additional opportunities for all stakeholders to learn ore about the Districts' efforts and plans for the 2020-21 year. This additional step of providing a public forum for stakeholders to ask questions, raise ideas and concerns and interact directly with District staff aligns with the Districts' commitment to authentic family and community engagement. These meetings allowed parents to join remotely via Google Meet or to call-in if they did not have internet access. Translation services were provided for any community members or parents who needed this service. Spanish, Korean and Vietnamese languages were all supported during this time.

[A description of the options provided for remote participation in public meetings and public hearings.]

Board of Trustee meetings have transitioned to an online format. Public comments are submitted prior to the meeting and read aloud during the live meeting. Guests are granted access to the virtual meeting in order to share important information and updates. Translation services are provided via a telephone call in so Spanish, Korean and Vietnamese speaking parents are able to participate.

The Learning Continuity and Attendance Plan stakeholder engagement meetings were also held virtually. These meetings as well as DELAC and Superintendent Advisory meetings follow the same procedures to ensure that parents can participate and understand the process.

Parent feedback indicated needs with academic support, food insecurity, mental health concerns, and the ability to request assistance easily. Teacher input indicated that there were professional development needs, hardware and software needs, and self care needs.

Several District actions were influenced by stakeholder input. The Return to School survey and feedback from parents during the stakeholder engagement process lead to providing tutors to every school through the end of the first semester, the hiring of additional counselors and social workers to support mental health needs and outreach, and the development of online resources to request assistance with technology. Feedback from teachers lead to purchasing of several applications and platforms to support instruction and student engagement. Professional development on use of the learning management system, various applications and mindfulness are other specific actions provided as a result of teacher input.

Continuity of Learning

In-Person Instructional Offerings

[A description of the actions the LEA will take to offer classroom-based instruction whenever possible, particularly for students who have experienced significant learning loss due to school closures in the 2019–2020 school year or are at a greater risk of experiencing learning loss due to future school closures.]

The District established an opening for schools task force to solicit input that informs decisions about schedules, safety measures, and protocols for opening of schools during the spring of 2020. This group focused on five areas; instruction, facilities and operations, systems and structures, health and safety, and mental health. The task force considered three models- full in-person instruction, full distance learning, and a hybrid model. In the full in-person model, District schools will resume traditional in-person classes with flexibility to quickly pivot to distance learning in the event of a resurgence of COVID-19. The District would work closely with local, state, and federal health officials' guidelines for reopening schools. In the full distance learning model, the District would maintain all learning experiences and services online. Working with local, state, and federal health officials' guidelines, the District would be prepared to transition to a blended/hybrid and/or full in-person instructional model. The hybrid model would offer learning both in-person and online, allowing for social distancing and following local, state, and federal health officials' guidelines. The hybrid model would bring students physically to campus one day a week, dividing the student body into thirds to ensure adequate physical distancing and reduced numbers of students in each class.

Each school site conducted risk assessments, under the guidance of the District risk manager, to establish protocols for the safe return to staff to campus. These protocols were established prior to the start of the school year and included health screening, appropriate use of

personal protective equipment, physical distancing guidelines, cleaning and disinfecting guidelines for classroom space and public areas and notification about appropriate leaves and quarantine measures.

EXHIBIT A

District maintenance staff began preparing facilities and schools to reopen. Protocols were developed to support a safe and organized transition, as well as timely communication considering the evolving nature of the available information.

Actions Related to In-Person Instructional Offerings [additional rows and actions may be added as necessary]

Description	Total Funds	Contributing
Progress Monitoring of learning continuity/learning loss for ELs/LTEs (must be done outside of school hours)	[\$ 0.00]	[Y/N]
Additional teachers to support credit recovery- LTS (target SWD and LTEs)	[\$ 0.00]	[Y/N]
Short term counselors to support follow up and outreach- 1st semester only (ie Foster Youth Progress Monitoring, 5th year seniors, ELs)		
Additional social workers to support mental health needs		
Additional translators for outreach to EL's and IEP support- could include repurposed bilingual staff salaries first semester		

Distance Learning Program

Continuity of Instruction

[A description of how the LEA will provide continuity of instruction during the school year to ensure pupils have access to a full curriculum of substantially similar quality regardless of the method of delivery, including the LEA's plan for curriculum and instructional resources that will ensure instructional continuity for pupils if a transition between in-person instruction and distance learning is necessary.]

The District established a full distance learning model that was implemented at the beginning of the 2020-21 year. Students maintained access to all requested courses and requirements in order to meet graduation and college entrance requirements. Online etiquette and expectations were developed for students and teachers and communicated to all stakeholders which included direction about using cameras, microphones, and appropriate online behavior. Distance learning grading considerations were developed and shared with teachers as well. The Educational Services division developed a website which provided online learning tools, safe resources, discipline specific resources, communication tools, and most importantly step-by-step directions to use Schoology.

INSERT LINK TO WEBSITE

The District will continue to monitor local and county COVID-19 trends in addition to regularly communicating with the Orange County Health Care Agency and the CDC. Should guidance change, the District has a communication and implementation plan to ease this transition for our sites, our staff and our students/families. If guidance should allow for a safe return to a blended/hybrid or full in-person model, transitions will

occur at quarterly increments. This gives staff enough time to prepare for the transition (i.e. lesson plan conversion, establishing health screening stations, etc.) This gives the District and sites enough time to effectively communicate with students, parents and the community. The District is proud of our collaborative relationship with our Union leadership and will continue to work together in preparation for our future transitions.

EXHIBIT A

Access to Devices and Connectivity

[A description of how the LEA will ensure access to devices and connectivity for all pupils to support distance learning.]

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

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

EIT continues to monitor the usage of the hotspots and troubleshoot areas of the District where service has been reported to be less than satisfactory. Additional methods of providing internet service are being reviewed for possible implementation, including using mobile hotspots on District vehicles, broadcasting Wi-Fi from school sites,, and contracting with other internet providers.

Communication to families who are still unable to connect includes direct calls to those families and students as well as planned home visits which are part of the engagement outreach process.

Pupil Participation and Progress

[A description of how the LEA will assess pupil progress through live contacts and synchronous instructional minutes, and a description of how the LEA will measure participation and time value of pupil work.]

The 2020-2021 school year began virtually. Mondays, Wednesdays and Fridays are synchronous teaching days. Teachers and students engaged in live conferencing on these days through the use of Schoology. High school students attend all six courses with class periods 40 minutes in length. Junior high students attend all seven courses with class periods 35 minutes in length. These requirements ensure students are engaged for the minimum instructional minutes. Tuesdays and Thursdays are asynchronous teaching days. These days include a live check-in during second period with all students. This check-in allows teachers to check-in with students regarding non-academic needs and answer questions. Additionally, students were expected to submit their school work on Tuesdays and Thursdays

by 2:00pm for all class periods. Teachers evaluated this work to determine time value and indicate whether students were engaged in distance learning for the required time.

EXHIBIT A

INSERT LINK TO BELL SCHEDULES

Distance Learning Professional Development

[A description of the professional development and resources that will be provided to staff to support the distance learning program, including technological support.]

Professional Learning began in the summer and will continue in the following areas: national online standards, distance learning tools, platforms (ie Schoology, etc.), programs, virtual teaching strategies, content specific online learning, and social-emotional learning, self-care, mindfulness. Professional learning will focus on collaboration as content specific teams and collaboration in Professional Learning Communities at school sites. This purpose of this collaboration is to ensure that the recommendations and best practices for English learners, students with disabilities, and foster youth are followed. Professional learning support will come from site professional development teams, department chairs, technology coaches, 5C Coaches, civic leads, STEAM leads

District level staff such as curriculum specialists, program specialists and coordinators will provide guidance and assistance to sites as they develop and implement these professional development activities.

The Educational Information Technology department will support technology needs through the coordination of accounts and rostering at the District level. Site technicians will support hardware and software needs as appropriate for teachers. Technology coaches and support teachers will provide guidance and troubleshoot learning management issues, use of applications, and teaching strategies.

Staff Roles and Responsibilities

[A description of the new roles and responsibilities of affected staff as a result of COVID-19.]

New roles and responsibilities for staff are prevalent in all areas of operation as a result of COVID-19. Teachers and many staff are serving as therapists, technology coaches, and social workers. Many classified staff are working on outreach and connections with families including office staff and instructional assistants. Hundreds of employees have been trained as health screeners to prepare for hybrid instruction. There are several classifications of employees who have been repurposed including Auditorium Technicians, ASB Accounting Technicians, Athletic Facility Worker I/II, Athletic Trainer, bus drivers, Campus Safety Aides, Health Services Technicians and Library Media Technicians. Guidelines for the types of duties and responsibilities of these employees were developed in close coordination with bargaining units to ensure staff safety and provide needed services to schools and families.

Supports for Pupils with Unique Needs

[A description of the additional supports the LEA will provide during distance learning to assist pupils with unique needs, including English learners, pupils with exceptional needs served across the full continuum of placements, pupils in foster care, and pupils who are experiencing homelessness.]

The District will provide support to English learners by ensuring bilingual instructional aides have access to Schoology courses for both synchronous and asynchronous days. Saturday Language Academy (SALA) for Newcomers will be provided at all sites virtually and Saturday Academy for Emergent Bilinguals (EB/LTEs) will also be provided. Progress monitoring at site level will be supported by District through utilizing staff to check-in with English learners on a weekly basis during the fall semester. Over 300 newcomer students all received personal phone calls to ensure they had access to their courses. Tutors are being provided at every site to support academic needs as well.

Students with disabilities are being provided additional support through use of instructional assistants to run small groups of students to provide extra support, continued progress monitoring by case carriers, and virtual after school academic support will be provided to those students that are identified as needing this service. Service providers will deliver services virtually through use of Google Meets, Schoology or Google Classroom and professional development was given to service providers on providing services through tele-therapy. Outside services as indicated in the individual educational plan (IEP) are provided via tele-therapy. Transportation has been utilized for delivery of work packets and reinforcers as appropriate to the needs of the students. Additional temporary psychologists and speech-language pathologists have been brought on to assist with service delivery and assessments.

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

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

Actions Related to the Distance Learning Program [additional rows and actions may be added as necessary]

Description	Total Funds	Contributing
[A description of what the action is; may include a description of how the action contributes to increasing or improving services]	[\$ 0.00]	[Y/N]
[A description of what the action is; may include a description of how the action contributes to increasing or improving services]	[\$ 0.00]	[Y/N]

[A description of how the LEA will address pupil learning loss that results from COVID-19 during the 2019–2020 and 2020–21 school years, including how the LEA will assess pupils to measure learning status, particularly in the areas of English language arts, English language development, and mathematics.]

The District will assess students in the areas of English language arts and English language development using reading and writing as the key components. This assessment happens informally on a daily, weekly, and ongoing basis. Formal assessment happens weekly, monthly and quarterly. This assessment occurs using tools such as Google Forms, capstone projects, ePortfolios, and rubrics. A key concept is that assessment of student learning status is only relevant if we provide opportunities to reteach materials.

Assessment of mathematics will occur using teacher developed materials, curriculum embedded assessment, and results of student use within Mathia.

Pupil Learning Loss Strategies

[A description of the actions and strategies the LEA will use to address learning loss and accelerate learning progress for pupils, as needed, including how these strategies differ for pupils who are English learners; low-income; foster youth; pupils with exceptional needs; and pupils experiencing homelessness.]

Staff will know the family by name and build rapport so families feel safe to share their needs. Teachers will differentiate instruction to meet individual needs. Schools will collaborate with Pledge and community partners to provide additional academic and social-emotional supports. Schools will utilize tutors to support student learning and progress monitoring periods for both English learners and students with disabilities.

Effectiveness of Implemented Pupil Learning Loss Strategies

[A description of how the effectiveness of the services or supports provided to address learning loss will be measured.]

Data will be gathered through Aeries, stakeholder surveys, analysis of the learning management system usage, and digital tools. Collaborative teams made up of multi-level and multi-school personnel will review and analyze District level data. Site based teams will review data through late starts and other professional meeting times. The District will also collect data on students taking advantage of tutoring services and whether those services are making a positive impact on academics, attendance, behavior. Teachers review weekly assignments for completion and accuracy level; especially independent work on asynchronous days. Teachers also provide surveys, discussion boards, Padlet, and other digital tools to monitor student progress.

Actions to Address Pupil Learning Loss [additional rows and actions may be added as necessary]

Description	Total Funds	Contributing
-------------	-------------	--------------

[A description of what the action is; may include a description of how the action contributes to increasing or improving services]	[\$ 0.00]	EXHIBIT A [Y/N]
[A description of what the action is; may include a description of how the action contributes to increasing or improving services]	[\$ 0.00]	[Y/N]

Mental Health and Social and Emotional Well-Being

[A description of how the LEA will monitor and support mental health and social and emotional well-being of pupils and staff during the school year, including the professional development and resources that will be provided to pupils and staff to address trauma and other impacts of COVID-19 on the school community.]

The District uses a tiered approach to supporting social and emotional well-being. All students are supported through promoting well-being. Some students are supported through a process of recognizing psychosocial issues early and responding accordingly based on one's role. A small group of students is supported through intervening with services for students have moderate to severe behavioral problems or mental illness.

Pupil and Family Engagement and Outreach

[A description of pupil engagement and outreach, including the procedures for tiered reengagement strategies for pupils who are absent from distance learning and how the LEA will provide outreach to pupils and their parents or guardians, including in languages other than English, when pupils are not meeting compulsory education requirements, or if the LEA determines the pupil is not engaging in instruction and is at risk of learning loss.]

Attendance was recorded every day by teachers using the student information system Aeries. This allowed all District staff, including counselors, social workers, administrators and classified staff to access the records for enrolled students. The process for monitoring student engagement includes four distinct stages. The first stage includes teachers taking attendance each day. Attendance is taken by teacher before 4:00 pm. The next stage addresses students who are marked absent. Automated calls go out each day to those families when a student is absent two or more periods. If a student is absent all day on a synchronous day a personal call is made. A home visit may take place after two consecutive, non-responsive phone calls and multiple missed days of synchronous instruction. The Educational Monitoring Team (EMT) may receive student referrals for pupils who continue to not attend synchronous instruction or are otherwise not engaged.

School Nutrition

[A description of how the LEA will provide nutritionally adequate meals for all pupils, including those students who are eligible for free or reduced-price meals, when pupils are participating in both in-person instruction and distance learning, as applicable.]

Upon notification that schools would be closed, the Food Services Department immediately applied to operate Seamless Summer Option meals at eight school sites. In addition, the Food Services Department applied for all available waivers, including non-congregate feeding, as well as a waiver allowing adults to pick up meals for their homebound children. Families were able to come to the feeding center sites each day and pick up both a breakfast and a lunch meal for all children ages 0-18. Beginning in May the feeding expanded from five days of meals to six days of meals by allowing families to pick up 2 breakfasts and 2 lunches on Fridays, one set of meals for consumption on Friday and set for consumption on Saturday.

Our Director of Risk Management completed a Hazard Assessment analysis for our Food Services Department for implementation of safety practices related to employee safety. In recognition of the requirement and need to implement social distancing practices, the Food Services Department implemented a variety of protocols at each meal distribution center. For example, employees are required to maintain a distance of 6 feet from each other while working and when distributing meals, employees limit contact with the public by placing meals on the passenger car seat through an open car door window. Families are encouraged to wear face masks when visiting the meal distribution centers.

Employees working in our central kitchen are required to wear a surgical mask since they work in close proximity to one another and social distancing is not possible. In addition, employees who work in our meal distribution centers are expected to wear cloth face coverings and do so on a daily basis. Finally, additional safety measures put into place include the requirement for all employees to wash and sanitize their hands every 15 minutes and to wear and change their gloves every 15 minutes.

These services have continued to expand during the 2020-21 year as meal deliveries to neighborhoods far removed from school have begun. Schools have partnered with a number of community agencies, restaurants, and religious organizations to host food distribution events to supplement the daily meals provided by the District.

Additional Actions to Implement the Learning Continuity Plan [additional rows and actions may be added as necessary]

Section	Description	Total Funds	Contributing
[The section of the Learning Continuity Plan related to the action described; may put N/A if the action does not apply to one specific section]	[A description of what the action is; may include a description of how the action contributes to increasing or improving services]	[\$ 0.00]	[Y/N]
[The section of the Learning Continuity Plan related to the action described; may put N/A if the action does not apply to one specific section]	[A description of what the action is; may include a description of how the action contributes to increasing or improving services]	[\$ 0.00]	[Y/N]

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

Percentage to Increase or Improve Services	Increased Apportionment Based on the Enrollment of Foster Youth, English Learners, and Low-Income students
22.67%	\$55,674,692

Required Descriptions

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

[Provide description here]

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

[Provide description here]

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

SUPPLEMENTAL EMPLOYEE RETIREMENT PLAN
WITH KEENAN AND ASSOCIATES

RESOLUTION NO. 2020/21-B-02

September 15, 2020

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

WHEREAS, California Government Code Section 53224 authorizes school districts to make contributions to retirement plans; and

WHEREAS, the Anaheim Union High School District desires to provide retirement benefits to its employees under such a plan; and

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees of the Anaheim Union High School District hereby establishes a retirement plan for certain eligible employees of the District effective for Group I on January 1, 2021, and for Group II on July 1, 2021.

BE IT FURTHER RESOLVED that the eligibility requirements for employees to participate in such plan shall be as follows.

Group I: Mid-Year

- Employee must be an "active" Certificated, Classified, or Management employee of the District as of September 15, 2020
- Employee must be at least 55 years of age by December 30, 2020
- Employee must have at least 5 years of permanent service with District by December 30, 2020
- Employee must be eligible to retire/resign from CalSTRS/CalPERS by December 30, 2020
- Employee must retire/resign from the District on or by December 30, 2020
- Employee must submit their Letter of Retirement/Resignation and the SERP Enrollment Package no later than November 3, 2020

Group II: End of Year

- Employee must be an "active" Certificated, Classified, or Management employee of the District as of September 15, 2020
- Employee must be at least 55 years of age by June 30, 2020
- Employee must have at least 5 years of permanent service with District by June 30, 2020
- Employee must be eligible to retire/resign from CalSTRS/CalPERS by June 30, 2020
- Employee must retire/resign from the District on or by June 30, 2020
- Employee must submit their Letter of Retirement/Resignation and the SERP Enrollment Package no later than December 4, 2020

RESOLVED FURTHER that the Board hereby adopts that certain plan known as the Anaheim Union High School District Supplemental Employee Retirement Plan (SERP), effective for Group I on January 1, 2021, and for Group II on July 1, 2021.

RESOLVED FURTHER that the employer contribution required to fund each participant's benefit shall equal 65 percent of the participant's annual base salary for their last year of employment at District if Certificated (Non-Management); or 40 percent of the participant's annual base salary for their last year of employment at District if Classified, Management or Confidential.

RESOLVED FURTHER that the Anaheim Union High School District shall make all contributions to the Plan to fund the annuities purchased pursuant to the Plan.

RESOLVED FURTHER if the Anaheim Union High School District determines that enrollment in the SERP does not provide sufficient financial savings, the Anaheim Union High School District may rescind the Plan. If the District chooses to rescind the SERP Plan, employees may revoke their letters of resignation.

RESOLVED FURTHER that, for purposes of the limitations on contributions under the Plan, as prescribed by Section 415 of the Internal Revenue Code of 1986, as amended, the "limitation year" shall be the Plan Year, as defined under the terms and provisions of the Plan.

RESOLVED FURTHER that, for purposes of clarification of administration of the Plan but not for purposes of making said Plan subject to title I of ERISA, the Board hereby designates the District as the Plan administrator.

RESOLVED FURTHER that the Board hereby appoints the following individuals to comprise the Plan Committee.

- Assistant Superintendent, Business
- Assistant Superintendent, Human Resources

RESOLVED FURTHER that the Board hereby authorizes any member of the Plan Committee to execute on behalf of the District the Form 2848, Power of Attorney and Declaration of Representative.

RESOLVED FURTHER that the Board hereby appoints Keenan Financial Services as the contract administrator to assist the District in the implementation and administration of the Plan.

RESOLVED FURTHER that the Board hereby authorizes and directs the Plan Committee and contract administrator to take the following actions:

- A. Execute the Plan and any and all other documents necessary or proper to implement the Plan.
- B. Contract with Keenan Financial Services as contract administrator to provide all services described in the contract.
- C. Execute any and all documents, including any amendment to the Plan, necessary or proper to obtain and maintain IRS approval of the form of the Plan if the IRS makes available a procedure for approval.
- D. Enter into any other contract or agreement which he or she deems necessary or proper to administer and/or fund the Plan and to attain and maintain the income tax qualification of the Plan under the Internal Revenue Code of 1986, as amended.

The foregoing resolution was passed and adopted at a regular meeting of the Board of Trustees on September 15, 2020, by the following:

AYES:

NOES:

ABSTAIN:

ABSENT:

STATE OF CALIFORNIA)
)
) SS
)

COUNTY OF ORANGE)

I, Michael B. Matsuda, superintendent of the Anaheim Union High School District of Orange County, California, and secretary to the Board of Trustees thereof, hereby certify that the above and foregoing resolution was duly and regularly adopted by the said Board of Trustees at the regular meeting thereof held on the 15th day of September 2020, 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 15th day of September 2020.

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

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

EXHIBIT C

FOR ADJUSTMENTS TO INCOME AND EXPENDITURES
(GENERAL FUND)

RESOLUTION NO. 2020/21-B-03

September 15, 2020

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

WHEREAS, the Board of Trustees of the Anaheim Union High School District determined that income for the District in the amount required to finance the total budget, expenditures and transfers for the current fiscal year from sources listed in California Education Code Sections 42602/42610; and

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

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

The foregoing resolution was passed and adopted at a regular meeting of the Board of Trustees on September 15, 2020, by the following votes.

AYES:

NOES:

ABSTAIN:

ABSENT:

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

I, Michael B. Matsuda, superintendent of the Anaheim Union High School District of Orange County, California, and secretary to the Board of Trustees thereof, hereby certify that the above and foregoing resolution was duly and regularly adopted by the said Board of Trustees at the regular meeting thereof held on the 15th day of September 2020, 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 15th day of September 2020.

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

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

FOR ADJUSTMENTS TO INCOME AND EXPENDITURES
(GENERAL FUND)

RESOLUTION NO. 2020/21-B-03

September 15, 2020

Schedule of Adjustments

<u>Budgetary Account Number</u>	<u>Income Source</u>	<u>Amount</u>
8010-8099	Local Control/Property Tax	\$ 465.00
8100-8299	Federal Revenues	154,882.00
8300-8599	Other State Revenues	6,878,517.00
8600-8799	Other Local Revenues	(235,677.00)
8930-8979	Other Sources/Uses	-
	Increase (Decrease) to Revenue	<u>\$ 6,798,187.00</u>
<u>Expenditure</u>		
1000-1999	Certificated Salaries	\$ (709,906.00)
2000-2999	Classified Salaries	(406,085.00)
3000-3999	Employee Benefits	664,988.00
4000-4999	Books and Supplies	(1,525,977.00)
5000-5999	Services, Other Operating	(3,326,776.00)
6000-6999	Capital Outlay	(319,702.00)
7100-7499	Other Outgo	616,638.00
7600-7629	Transfers In/Out	-
	Increase (Decrease) to Expenditures	<u>\$ (5,006,820.00)</u>
<u>Fund Balance Accounts</u>		
9712	Nonspendable Stores	\$ 79,547.00
9713	Prepaid Expenditures	-
9740	Restricted	1,463,281.00
9780	Other Assignments	978,928.00
9789	Reserve for Economic Uncertainties	(366,972.00)
9790	Unappropriated Fund Balance	9,650,223.00
	Beginning Fund Balance Adjustment	-
	Increase (Decrease) to Fund Balance	<u>\$ 11,805,007.00</u>

RESOLUTION OF THE BOARD OF TRUSTEES OF THE
ANAHEIM UNION HIGH SCHOOL DISTRICT
FOR ADJUSTMENTS TO INCOME AND EXPENDITURES
(VARIOUS FUNDS)

RESOLUTION NO. 2020/21-B-04

September 15, 2020

On the motion of Trustee _____ duly seconded, the following resolution was adopted by a roll call vote.

WHEREAS, the Board of Trustees of the Anaheim Union High School District determined that income for the District in the amount required to finance the total budget, expenditures, and transfers for the current year from sources listed in California Education Code Sections 42602/42610; and

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

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

The foregoing resolution was passed and adopted at the regular meeting of the Board of Trustees on September 15, 2020 by the following vote.

AYES:

NOES:

ABSTAIN:

ABSENT:

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

I, Michael B. Matsuda, superintendent of the Anaheim Union High School District of Orange County, California, and secretary to the Board of Trustees thereof, hereby certify that the above and foregoing resolution was duly and regularly adopted by the said Board of Trustees at the regular meeting thereof held on the 15th day of September 2020, 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 15th day of September 2020.

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

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

FOR ADJUSTMENTS TO INCOME AND EXPENDITURES
(VARIOUS FUNDS)

RESOLUTION NO. 2020/21-B-04

September 15, 2020

Schedule of Adjustments

Object Code and Description	GO BOND 2014 SERIES 2018	GO BOND 2014 SERIES 2019	CAPITAL FACILITIES	CAPITAL FACILITIES AGENCY RDA	DEFERRED MAINTENANCE	COUNTY SCHOOL FACILITIES	SPECIAL RESERVE 2017 COP PROJ FUND	SELF-INSURANCE WORKERS COMP FUND	SELF-INSURANCE HEALTH AND WELFARE
8000 - ALL REVENUE SOURCES	\$ (169,761.00)	\$ (43,170.00)	\$ 355,166.00	\$ (315,977.00)	\$ (37,219.00)	\$ (2,038.00)	\$ 229,585.00	\$ -	\$ 3,346,867.00
1000 - CERTIFICATED SALARIES	-	-	-	-	-	-	-	-	-
2000 - CLASSIFIED SALARIES	(12,115.00)	-	-	-	-	-	-	-	-
3000 - EMPLOYEE BENEFITS	(10,399.00)	-	1.00	-	-	-	-	-	-
4000 - BOOKS AND SUPPLIES	20,608.00	-	-	-	-	-	-	-	-
5000 - SVCS & OTHER OPER EXP	(2,701.00)	5,783.00	(308,643.00)	-	(467.00)	(175.00)	1,491.00	(27,211.00)	(3,309,392.00)
6000 - CAPITAL OUTLAY	(7,269,166.00)	-	(113,188.00)	(2,577,436.00)	115,978.00	599,603.00	1,183,178.00	-	-
7000 - OTHER OUTGO	-	-	-	-	-	-	-	-	-
INCREASE (DECREASE) TO EXPENDITURES	(7,273,773.00)	5,783.00	(421,830.00)	(2,577,436.00)	115,511.00	599,428.00	1,184,669.00	(27,211.00)	(3,309,392.00)
FUND BALANCE INCREASE (DECREASE)	\$ 7,104,012.00	\$ (48,953.00)	\$ 776,996.00	\$ 2,261,459.00	\$ (152,730.00)	\$ (601,466.00)	\$ (955,084.00)	\$ 27,211.00	\$ 6,656,259.00

EXHIBIT D

**ANAHEIM UNION HIGH
SCHOOL DISTRICT**

**2019-2020
UNAUDITED ACTUAL
FINANCIAL STATEMENTS
AND REPORTS**

FOR THE YEAR ENDED JUNE 30, 2020

**Board Meeting
September 15, 2020**

UNAUDITED ACTUAL FINANCIAL REPORT:

To the County Superintendent of Schools:

2019-20 UNAUDITED ACTUAL FINANCIAL REPORT. This report was prepared in accordance with Education Code Section 41010 and is hereby approved and filed by the governing board of the school district pursuant to Education Code Section 42100.

Signed: _____
Clerk/Secretary of the Governing Board
(Original signature required)

Date of Meeting: Sept. 15, 2020

To the Superintendent of Public Instruction:

2019-20 UNAUDITED ACTUAL FINANCIAL REPORT. This report has been verified for accuracy by the County Superintendent of Schools pursuant to Education Code Section 42100.

Signed: _____
County Superintendent/Designee
(Original signature required)

Date: _____

For additional information on the unaudited actual reports, please contact:

For County Office of Education:

Dean West
Name
Associate Supt - Business Services
Title
714-966-4229
Telephone
DWest@ocde.us
E-mail Address

For School District:

Jennifer Root
Name
Assistant Supt - Business
Title
714-999-3555
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E-mail Address

Unaudited Actuals
FINANCIAL REPORTS
2019-20 Unaudited Actuals
Summary of Unaudited Actual Data Submission

Following is a summary of the critical data elements contained in your unaudited actual data. Since these data may have fiscal implications for your agency, please verify their accuracy before filing your unaudited actual financial reports.

Form	Description	Value
CEA	Percent of Current Cost of Education Expended for Classroom Compensation Must equal or exceed 60% for elementary, 55% for unified, and 50% for high school districts or future apportionments may be affected. (EC 41372)	64.64%
	CEA Deficiency Amount Applicable to districts not exempt from the requirement and not meeting the minimum classroom compensation percentage - see Form CEA for further details.	\$0.00
ESMOE	Every Student Succeeds Act (ESSA) Maintenance of Effort (MOE) Determination If MOE Not Met, the 2021-22 apportionment may be reduced by the lesser of the following two percentages: MOE Deficiency Percentage - Based on Total Expenditures MOE Deficiency Percentage - Based on Expenditures Per ADA	MOE Met
GANN	Adjustments to Appropriations Limit Per Government Code Section 7902.1 If this amount is not zero, it represents an increase to your Appropriations Limit. The Department of Finance must be notified of increases within 45 days of budget adoption.	\$0.00
	Adjusted Appropriations Limit	\$199,374,219.66
	Appropriations Subject to Limit These amounts represent the board approved Appropriations Limit and Appropriations Subject to Limit pursuant to Government Code Section 7906 and EC 42132.	\$199,374,219.66
ICR	Preliminary Proposed Indirect Cost Rate Fixed-with-carry-forward indirect cost rate for use in 2021-22, subject to CDE approval.	6.72%

G = General Ledger Data; S = Supplemental Data

Form	Description	Data Supplied For:	
		2019-20 Unaudited Actuals	2020-21 Budget
01	General Fund/County School Service Fund	GS	GS
08	Student Activity Special Revenue Fund		
09	Charter Schools Special Revenue Fund		
10	Special Education Pass-Through Fund		
11	Adult Education Fund		
12	Child Development Fund		
13	Cafeteria Special Revenue Fund	G	G
14	Deferred Maintenance Fund	G	G
15	Pupil Transportation Equipment Fund		
17	Special Reserve Fund for Other Than Capital Outlay Projects		
18	School Bus Emissions Reduction Fund		
19	Foundation Special Revenue Fund		
20	Special Reserve Fund for Postemployment Benefits		
21	Building Fund	G	G
25	Capital Facilities Fund	G	G
30	State School Building Lease-Purchase Fund		
35	County School Facilities Fund	G	G
40	Special Reserve Fund for Capital Outlay Projects	G	G
49	Capital Project Fund for Blended Component Units		
51	Bond Interest and Redemption Fund	G	G
52	Debt Service Fund for Blended Component Units		
53	Tax Override Fund		
56	Debt Service Fund		
57	Foundation Permanent Fund		
61	Cafeteria Enterprise Fund		
62	Charter Schools Enterprise Fund		
63	Other Enterprise Fund		
66	Warehouse Revolving Fund		
67	Self-Insurance Fund	G	G
71	Retiree Benefit Fund		
73	Foundation Private-Purpose Trust Fund		
76	Warrant/Pass-Through Fund	G	
95	Student Body Fund		
A	Average Daily Attendance	S	S
ASSET	Schedule of Capital Assets	S	
CA	Unaudited Actuals Certification		
CAT	Schedule for Categoricals		
CEA	Current Expense Formula/Minimum Classroom Comp. - Actuals	GS	
CHG	Change Order Form		
DEBT	Schedule of Long-Term Liabilities	S	
ESMOE	Every Student Succeeds Act Maintenance of Effort	GS	
GANN	Appropriations Limit Calculations	GS	GS
ICR	Indirect Cost Rate Worksheet	GS	
L	Lottery Report	GS	
PCRAF	Program Cost Report Schedule of Allocation Factors	GS	
PCR	Program Cost Report	GS	

G = General Ledger Data; S = Supplemental Data

Form	Description	Data Supplied For:	
		2019-20 Unaudited Actuals	2020-21 Budget
SEA	Special Education Revenue Allocations		
SEAS	Special Education Revenue Allocations Setup (SELPA Selection)		
SIAA	Summary of Interfund Activities - Actuals		G

EXHIBIT E

Description	Resource Codes	Object Codes	2019-20 Unaudited Actuals			2020-21 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
A. REVENUES									
1) LCFF Sources		8010-8099	332,700,419.26	0.00	332,700,419.26	300,089,531.00	0.00	300,089,531.00	-9.8%
2) Federal Revenue		8100-8299	1,786,133.81	17,222,471.81	18,988,605.42	1,490,550.00	19,627,357.00	21,117,907.00	11.2%
3) Other State Revenue		8300-8599	7,788,064.07	44,998,588.58	52,786,652.63	7,498,881.00	36,729,310.00	44,228,191.00	-16.2%
4) Other Local Revenue		8600-8799	8,216,542.15	3,958,800.42	12,175,342.57	4,163,820.00	3,862,052.00	8,025,872.00	-34.1%
5) TOTAL REVENUES			350,471,159.09	66,179,860.79	416,651,019.88	313,242,782.00	60,218,719.00	373,461,501.00	-10.4%
B. EXPENDITURES									
1) Certificated Salaries		1000-1999	124,573,701.22	32,505,114.63	157,078,815.85	122,397,214.00	33,256,061.00	155,653,275.00	-0.9%
2) Classified Salaries		2000-2999	38,123,880.43	23,379,684.01	61,503,564.44	37,572,535.00	23,542,385.00	61,114,920.00	-0.6%
3) Employee Benefits		3000-3999	76,219,970.78	47,006,257.59	123,226,228.37	77,452,129.00	42,458,045.00	119,910,174.00	-2.7%
4) Books and Supplies		4000-4999	8,849,673.11	3,153,620.31	12,003,293.42	9,917,065.00	9,882,552.00	19,799,617.00	65.0%
5) Services and Other Operating Expenditures		5000-5999	16,361,552.15	11,796,295.07	28,157,847.22	17,074,913.00	10,372,272.00	27,447,185.00	-2.5%
6) Capital Outlay		6000-6999	5,012,216.43	4,881,514.33	9,893,730.76	1,599,836.00	1,200,312.00	2,800,148.00	-71.7%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299 7400-7499	12,630,585.05	1,024,875.65	13,655,460.71	11,770,982.00	1,222,432.00	12,993,414.00	-4.8%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	(772,113.54)	772,113.54	0.00	(1,043,626.00)	1,043,626.00	0.00	0.0%
9) TOTAL EXPENDITURES			280,999,465.63	124,519,475.14	405,518,940.77	276,741,048.00	122,977,685.00	399,718,733.00	-1.4%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)									
			69,471,693.46	(58,339,614.35)	11,132,079.11	36,501,734.00	(62,758,968.00)	(26,257,232.00)	-335.8%
D. OTHER FINANCING SOURCES/USES									
1) Interfund Transfers									
a) Transfers In		8900-8928	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	1,680,375.47	1,680,375.47	0.00	1,500,000.00	1,500,000.00	-10.7%
2) Other Sources/Uses									
a) Sources		8930-8979	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	(56,443,832.33)	56,443,832.33	0.00	(58,938,254.00)	58,938,254.00	0.00	0.0%
4) TOTAL OTHER FINANCING SOURCES/USES			(56,443,832.33)	54,763,456.86	(1,680,375.47)	(58,938,254.00)	57,438,254.00	(1,500,000.00)	-10.7%

EXHIBIT E

Description	Resource Codes	Object Codes	2019-20 Unaudited Actuals			2020-21 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			13,027,861.13	(3,576,157.49)	9,451,703.64	(22,436,520.00)	(5,320,712.00)	(27,757,232.00)	-393.7%
F. FUND BALANCE, RESERVES									
1) Beginning Fund Balance									
a) As of July 1 - Unaudited		9791	100,354,503.07	11,753,454.53	112,107,957.60	113,382,364.20	8,177,297.04	121,559,661.24	8.4%
b) Audit Adjustments		9793	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			100,354,503.07	11,753,454.53	112,107,957.60	113,382,364.20	8,177,297.04	121,559,661.24	8.4%
d) Other Restatements		9795	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			100,354,503.07	11,753,454.53	112,107,957.60	113,382,364.20	8,177,297.04	121,559,661.24	8.4%
2) Ending Balance, June 30 (E + F1e)			113,382,364.20	8,177,297.04	121,559,661.24	90,945,844.20	2,856,585.04	93,802,429.24	-22.8%
Components of Ending Fund Balance									
a) Nonspendable									
Revolving Cash		9711	155,000.00	0.00	155,000.00	155,000.00	0.00	155,000.00	0.0%
Stores		9712	579,547.04	0.00	579,547.04	550,000.00	0.00	550,000.00	-5.1%
Prepaid Items		9713	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
b) Restricted		9740	0.00	9,587,849.33	9,587,849.33	0.00	4,267,137.33	4,267,137.33	-55.5%
c) Committed									
Stabilization Arrangements		9750	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other Commitments		9760	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
d) Assigned									
Other Assignments		9780	33,531,816.00	0.00	33,531,816.00	28,532,748.00	0.00	28,532,748.00	-14.9%
Classified Summer Assistance Benefits	0000	9780	20,255.00		20,255.00				
2017-18 One-Time Discretionary Funds	0000	9780	77,136.00		77,136.00				
2019-20 Operations - Trucks Carryover	0000	9780	115,226.00		115,226.00				
Marquee and Shade Structure Carryover	0000	9780	331,205.00		331,205.00				
2019-20 Bus Purchase Carryover	0000	9780	471,500.00		471,500.00				
School Site Carryover	0000	9780	717,713.00		717,713.00				
Potential Legal Settlement	0000	9780	1,000,000.00		1,000,000.00				
Supplemental/Concentration Carryover	0000	9780	1,846,263.00		1,846,263.00				
Additional 3% Reserve	0000	9780	12,216,080.00		12,216,080.00				
Textbook Reserve	0000	9780	16,736,438.00		16,736,438.00				
Classified Summer Assistance Benefits	0000	9780				185,000.00		185,000.00	
Supplemental/Concentration Carryover	0000	9780				810,000.00		810,000.00	
Additional 3% Reserve	0000	9780				11,948,521.00		11,948,521.00	
Textbook Reserve	0000	9780				15,589,227.00		15,589,227.00	
e) Unassigned/Unappropriated									
Reserve for Economic Uncertainties		9789	0.00	0.00	0.00	11,948,521.00	0.00	11,948,521.00	New
Unassigned/Unappropriated Amount		9790	79,116,001.16	(1,410,552.29)	77,705,448.87	49,759,575.20	(1,410,552.29)	48,349,022.91	-37.8%

EXHIBIT E

Description	Resource Codes	Object Codes	2019-20 Unaudited Actuals			2020-21 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
G. ASSETS									
1) Cash									
a) in County Treasury		9110	86,311,198.04	3,701,594.04	90,012,792.08				
1) Fair Value Adjustment to Cash in County Treasury		9111	759,524.06	0.00	759,524.06				
b) in Banks		9120	0.00	0.00	0.00				
c) in Revolving Cash Account		9130	155,000.00	0.00	155,000.00				
d) with Fiscal Agent/Trustee		9135	50,000.00	0.00	50,000.00				
e) Collections Awaiting Deposit		9140	1,339.58	0.00	1,339.58				
2) Investments		9150	0.00	0.00	0.00				
3) Accounts Receivable		9200	47,045,404.57	12,600,039.09	59,645,444.26				
4) Due from Grantor Government		9290	0.00	1,643,129.68	1,643,129.68				
5) Due from Other Funds		9310	846,338.70	0.00	846,338.70				
6) Stores		9320	579,547.04	0.00	579,547.04				
7) Prepaid Expenditures		9330	0.00	0.00	0.00				
8) Other Current Assets		9340	0.00	0.00	0.00				
9) TOTAL ASSETS			135,748,351.99	17,944,763.41	153,693,115.40				
H. DEFERRED OUTFLOWS OF RESOURCES									
1) Deferred Outflows of Resources		9490	0.00	0.00	0.00				
2) TOTAL DEFERRED OUTFLOWS			0.00	0.00	0.00				
I. LIABILITIES									
1) Accounts Payable		9500	20,745,672.39	6,208,141.92	26,953,814.31				
2) Due to Grantor Governments		9590	0.00	0.00	0.00				
3) Due to Other Funds		9610	1,618,859.96	1,500,000.00	3,118,859.96				
4) Current Loans		9640	0.00	0.00	0.00				
5) Unearned Revenue		9650	1,455.44	2,059,324.45	2,060,779.89				
6) TOTAL LIABILITIES			22,365,987.79	9,767,466.37	32,133,454.16				
J. DEFERRED INFLOWS OF RESOURCES									
1) Deferred Inflows of Resources		9690	0.00	0.00	0.00				
2) TOTAL DEFERRED INFLOWS			0.00	0.00	0.00				
K. FUND EQUITY									
Ending Fund Balance, June 30 (must agree with line F2) (G9 + H2) - (I6 + J2)			113,382,364.20	6,177,297.04	121,559,661.24				

EXHIBIT E

Description	Resource Codes	Object Codes	2019-20 Unaudited Actuals			2020-21 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
LCFF SOURCES									
Principal Apportionment									
State Aid - Current Year		8011	199,825,211.00	0.00	199,825,211.00	155,311,295.00	0.00	155,311,295.00	-22.3%
Education Protection Account State Aid - Current Year		8012	28,888,377.00	0.00	28,888,377.00	42,149,059.00	0.00	42,149,059.00	45.9%
State Aid - Prior Years		8019	465.00	0.00	465.00	0.00	0.00	0.00	-100.0%
Tax Relief Subventions									
Homeowners' Exemptions		8021	351,436.58	0.00	351,436.58	351,437.00	0.00	351,437.00	0.0%
Timber Yield Tax		8022	0.22	0.00	0.22	0.00	0.00	0.00	-100.0%
Other Subventions/In-Lieu Taxes		8029	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
County & District Taxes									
Secured Roll Taxes		8041	66,918,542.59	0.00	66,918,542.59	66,403,898.00	0.00	66,403,898.00	-0.8%
Unsecured Roll Taxes		8042	2,061,992.37	0.00	2,061,992.37	1,961,255.00	0.00	1,961,255.00	-4.9%
Prior Years' Taxes		8043	826,569.09	0.00	826,569.09	831,231.00	0.00	831,231.00	0.6%
Supplemental Taxes		8044	3,094,744.72	0.00	3,094,744.72	3,070,545.00	0.00	3,070,545.00	-0.8%
Education Revenue Augmentation Fund (ERAF)		8045	23,222,190.00	0.00	23,222,190.00	21,997,391.00	0.00	21,997,391.00	-5.3%
Community Redevelopment Funds (SB 617/699/1992)		8047	7,630,156.28	0.00	7,630,156.28	8,013,419.00	0.00	8,013,419.00	5.0%
Penalties and Interest from Delinquent Taxes		8048	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Miscellaneous Funds (EC 41604)									
Royalties and Bonuses		8081	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other In-Lieu Taxes		8082	150.82	0.00	150.82	0.00	0.00	0.00	-100.0%
Less: Non-LCFF (50%) Adjustment		8089	(75.41)	0.00	(75.41)	0.00	0.00	0.00	-100.0%
Subtotal, LCFF Sources			332,819,760.26	0.00	332,819,760.26	300,089,531.00	0.00	300,089,531.00	-9.8%
LCFF Transfers									
Unrestricted LCFF Transfers - Current Year	0000	8091	0.00		0.00	0.00		0.00	0.0%
All Other LCFF Transfers - Current Year	All Other	8091	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers to Charter Schools in Lieu of Property Taxes		8096	(119,341.00)	0.00	(119,341.00)	0.00	0.00	0.00	-100.0%
Property Taxes Transfers		8097	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
LCFF/Revenue Limit Transfers - Prior Years		8099	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL LCFF SOURCES			332,700,419.26	0.00	332,700,419.26	300,089,531.00	0.00	300,089,531.00	-9.8%
FEDERAL REVENUE									
Maintenance and Operations		8110	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Special Education Entitlement		8181	0.00	5,345,748.00	5,345,748.00	0.00	5,415,720.00	5,415,720.00	1.3%
Special Education Discretionary Grants		8182	0.00	335,381.00	335,381.00	0.00	335,381.00	335,381.00	0.0%
Child Nutrition Programs		8220	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Donated Food Commodities		8221	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Forest Reserve Funds		8260	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Flood Control Funds		8270	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Wildlife Reserve Funds		8280	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
FEMA		8281	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Interagency Contracts Between LEAs		8285	0.00	13,826.06	13,826.06	0.00	30,000.00	30,000.00	117.0%
Pass-Through Revenues from Federal Sources		8287	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Title I, Part A, Basic	3010	8290		7,744,289.80	7,744,289.80		8,896,395.00	8,896,395.00	14.9%
Title I, Part D, Local Delinquent Programs	3025	8290		0.00	0.00		0.00	0.00	0.0%
Title II, Part A, Supporting Effective Instruction	4035	8290		1,015,101.73	1,015,101.73		1,639,711.00	1,639,711.00	61.5%
Title III, Part A, Immigrant Student Program	4201	8290		53,117.03	53,117.03		68,383.00	68,383.00	28.7%

EXHIBIT E

Description	Resource Codes	Object Codes	2019-20 Unaudited Actuals			2020-21 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
Title III, Part A. English Learner									
Program	4203	8290		583,233.79	583,233.79		658,970.00	658,970.00	13.0%
Public Charter Schools Grant Program (PCSGP)	4610	8290		0.00	0.00		0.00	0.00	0.0%
	3020, 3040, 3041, 3045, 3060, 3051, 3110, 3150, 3155, 3177, 3180, 3181, 3182, 3185, 4037, 4050, 4123, 4124, 4126, 4127, 4128,								
Other NCLB / Every Student Succeeds Act	5510, 5630	8290		979,945.01	979,945.01		1,456,738.00	1,456,738.00	48.7%
Career and Technical Education	3500-3599	8290		625,578.00	625,578.00		548,515.00	548,515.00	-12.3%
All Other Federal Revenue	All Other	8290	1,766,133.61	526,251.39	2,292,385.00	1,490,550.00	577,544.00	2,068,094.00	-9.8%
TOTAL, FEDERAL REVENUE			1,766,133.61	17,222,471.81	18,988,605.42	1,490,550.00	19,627,357.00	21,117,907.00	11.2%
OTHER STATE REVENUE									
Other State Apportionments									
ROC/P Entitlement Prior Years	6360	8319		0.00	0.00		0.00	0.00	0.0%
Special Education Master Plan Current Year	6500	8311		16,223,887.72	16,223,887.72		15,858,050.00	15,858,050.00	-2.3%
Prior Years	6500	8319		80,222.00	80,222.00		0.00	0.00	-100.0%
All Other State Apportionments - Current Year	All Other	8311	1,616,898.45	0.00	1,616,898.45	1,400,000.00	0.00	1,400,000.00	-13.4%
All Other State Apportionments - Prior Years	All Other	8319	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Child Nutrition Programs		8520	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Mandated Costs Reimbursements		8550	1,500,082.00	0.00	1,500,082.00	1,461,346.00	0.00	1,461,346.00	-2.6%
Lottery - Unrestricted and Instructional Materials		8560	4,565,488.62	1,631,000.18	6,196,488.80	4,531,940.00	1,599,508.00	6,131,448.00	-1.0%
Tax Relief Subventions Restricted Levies - Other									
Homeowners' Exemptions		8575	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other Subventions/n-Lieu Taxes		8576	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Pass-Through Revenues from State Sources		8587	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
After School Education and Safety (ASES)	6010	8590		787,335.58	787,335.58		555,439.00	555,439.00	-29.5%
Charter School Facility Grant	6030	8590		0.00	0.00		0.00	0.00	0.0%
Drug/Alcohol/Tobacco Funds	6650, 6690, 6695	8590		504,798.02	504,798.02		0.00	0.00	-100.0%
California Clean Energy Jobs Act	6230	8590		0.00	0.00		0.00	0.00	0.0%
Career Technical Education Incentive Grant Program	6387	8590		1,829,616.00	1,829,616.00		800,000.00	800,000.00	-56.3%
American Indian Early Childhood Education	7210	8590		0.00	0.00		0.00	0.00	0.0%
Specialized Secondary	7370	8590		0.00	0.00		0.00	0.00	0.0%
Quality Education Investment Act	7400	8590		0.00	0.00		0.00	0.00	0.0%
All Other State Revenue	All Other	8590	105,595.00	23,941,729.06	24,047,324.06	105,595.00	17,916,313.00	18,021,908.00	-25.1%
TOTAL, OTHER STATE REVENUE			7,788,064.07	44,998,588.56	52,786,652.63	7,498,881.00	36,729,310.00	44,228,191.00	-16.2%

EXHIBIT E

Description	Resource Codes	Object Codes	2019-20 Unaudited Actuals			2020-21 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
OTHER LOCAL REVENUE									
Other Local Revenue									
County and District Taxes									
Other Restricted Levies									
Secured Roll		8615	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Unsecured Roll		8616	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Prior Years' Taxes		8617	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Supplemental Taxes		8618	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Non-Ad Valorem Taxes									
Parcel Taxes		8621	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other		8622	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Community Redevelopment Funds									
Not Subject to LCFF Deduction		8625	0.00	56,898.81	56,898.81	0.00	55,216.00	55,216.00	-3.0%
Penalties and Interest from									
Delinquent Non-LCFF Taxes		8629	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Sales									
Sale of Equipment/Supplies		8631	16,288.14	0.00	16,288.14	18,000.00	0.00	18,000.00	10.5%
Sale of Publications		8632	5,342.14	0.00	5,342.14	8,000.00	0.00	8,000.00	49.8%
Food Service Sales		8634	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Sales		8639	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Leases and Rentals		8650	232,909.73	0.00	232,909.73	37,540.00	0.00	37,540.00	-83.9%
Interest		8660	2,361,117.39	0.00	2,361,117.39	1,700,000.00	0.00	1,700,000.00	-28.0%
Net Increase (Decrease) in the Fair Value of Investments									
		8662	137,539.49	0.00	137,539.49	0.00	0.00	0.00	-100.0%
Fees and Contracts									
Adult Education Fees									
		8671	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Non-Resident Students		8672	127,138.00	0.00	127,138.00	100,000.00	0.00	100,000.00	-21.3%
Transportation Fees From Individuals		8675	508,136.71	0.00	508,136.71	200,000.00	0.00	200,000.00	-60.6%
Interagency Services		8677	628,618.16	1,142,874.18	1,771,492.34	411,906.00	1,200,000.00	1,611,906.00	-9.0%
Mitigation/Developer Fees		8681	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Fees and Contracts		8689	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other Local Revenue									
Plus: Misc Funds Non-LCFF (50%) Adjustment		8691	75.41	0.00	75.41	0.00	0.00	0.00	-100.0%
Pass-Through Revenues From Local Sources									
		8697	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Local Revenue		8699	4,189,376.98	1,061,960.50	5,261,337.48	1,688,374.00	901,501.00	2,589,875.00	-50.8%
Tuition		8710	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers In		8781-8783	0.00	1,697,066.93	1,697,066.93	0.00	1,705,335.00	1,705,335.00	0.5%
Transfers of Apportionments									
Special Education SELPA Transfers									
From Districts or Charter Schools	6500	8791		0.00	0.00		0.00	0.00	0.0%
From County Offices	6500	8792		0.00	0.00		0.00	0.00	0.0%
From JPAs	6500	8793		0.00	0.00		0.00	0.00	0.0%
ROC/P Transfers									
From Districts or Charter Schools	6360	8791		0.00	0.00		0.00	0.00	0.0%
From County Offices	6360	8792		0.00	0.00		0.00	0.00	0.0%
From JPAs	6360	8793		0.00	0.00		0.00	0.00	0.0%
Other Transfers of Apportionments									
From Districts or Charter Schools	All Other	8791	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
From County Offices	All Other	8792	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
From JPAs	All Other	8793	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL OTHER LOCAL REVENUE			8,216,542.15	3,958,800.42	12,175,342.57	4,163,820.00	3,862,052.00	8,025,872.00	-34.1%
TOTAL REVENUES			350,471,159.09	66,179,860.79	416,651,019.88	313,242,782.00	60,216,719.00	373,461,501.00	-10.4%

EXHIBIT E

Description	Resource Codes	Object Codes	2019-20 Unaudited Actuals			2020 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
CERTIFICATED SALARIES									
Certificated Teachers' Salaries		1100	102,708,842.74	29,297,205.90	132,006,048.64	101,641,711.00	29,995,056.00	131,636,777.00	-0.3%
Certificated Pupil Support Salaries		1200	10,028,436.20	876,070.38	10,904,506.58	9,465,253.00	968,803.00	10,434,056.00	-4.3%
Certificated Supervisors' and Administrators' Salaries		1300	11,280,616.52	1,394,637.48	12,675,256.00	10,743,719.00	1,343,121.00	12,086,840.00	-4.6%
Other Certificated Salaries		1900	555,803.76	937,200.87	1,493,004.63	546,531.00	949,071.00	1,495,602.00	0.2%
TOTAL CERTIFICATED SALARIES			124,573,701.22	32,505,114.63	157,078,815.85	122,397,214.00	33,256,061.00	155,653,275.00	-0.9%
CLASSIFIED SALARIES									
Classified Instructional Salaries		2100	3,203,496.52	16,266,231.07	19,469,727.59	3,055,130.00	16,271,351.00	19,326,481.00	-0.7%
Classified Support Salaries		2200	16,130,062.25	4,178,434.99	20,308,497.24	16,022,134.00	3,864,634.00	19,886,768.00	-2.1%
Classified Supervisors' and Administrators' Salaries		2300	2,765,939.52	477,563.50	3,243,503.12	2,587,493.00	943,409.00	3,130,902.00	-3.5%
Clerical, Technical and Office Salaries		2400	16,024,382.04	2,457,454.45	18,481,836.49	15,907,778.00	2,862,991.00	18,770,769.00	1.6%
Other Classified Salaries		2900	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL CLASSIFIED SALARIES			38,123,880.43	23,379,684.01	61,503,564.44	37,572,535.00	23,542,385.00	61,114,920.00	-0.6%
EMPLOYEE BENEFITS									
STRS		3101-3102	20,871,187.06	24,370,755.74	45,241,942.80	19,289,551.00	18,615,058.00	37,904,609.00	-16.2%
PERS		3201-3202	7,196,288.74	4,393,541.79	11,589,830.53	7,446,484.00	4,661,062.00	12,107,546.00	4.5%
OASDI/Medicare/Alternative		3301-3302	4,868,845.52	2,285,373.75	7,154,219.27	4,722,726.00	2,282,170.00	7,004,896.00	-2.1%
Health and Welfare Benefits		3401-3402	33,827,482.50	14,533,553.32	48,361,035.82	37,724,113.00	15,457,410.00	53,181,523.00	10.0%
Unemployment Insurance		3501-3502	81,421.25	27,368.23	108,789.48	79,985.00	27,804.00	107,789.00	-0.9%
Workers' Compensation		3601-3602	4,101,517.72	1,395,664.76	5,497,182.48	4,049,634.00	1,414,541.00	5,464,175.00	-0.6%
OPEB, Allocated		3701-3702	2,006,475.22	0.00	2,006,475.22	2,481,072.00	0.00	2,481,072.00	23.7%
OPEB, Active Employees		3751-3752	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	3,266,752.77	0.00	3,266,752.77	1,658,564.00	0.00	1,658,564.00	-49.2%
TOTAL EMPLOYEE BENEFITS			76,219,970.78	47,006,257.59	123,226,228.37	77,452,129.00	42,458,045.00	119,910,174.00	-2.7%
BOOKS AND SUPPLIES									
Approved Textbooks and Core Curricula Materials		4100	4,296,858.19	233,166.83	4,530,025.02	1,041,500.00	3,533,140.00	4,574,640.00	1.0%
Books and Other Reference Materials		4200	220,972.52	64,537.24	285,509.76	211,211.00	43,500.00	254,711.00	-10.8%
Materials and Supplies		4300	3,498,687.54	1,966,314.74	5,465,002.28	7,840,274.00	5,759,099.00	13,599,373.00	148.8%
Noncapitalized Equipment		4400	833,154.86	889,601.50	1,722,756.36	824,080.00	546,813.00	1,370,893.00	-20.4%
Food		4700	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL BOOKS AND SUPPLIES			8,849,673.11	3,153,620.31	12,003,293.42	9,917,065.00	9,882,552.00	19,799,617.00	65.0%
SERVICES AND OTHER OPERATING EXPENDITURES									
Subagreements for Services		5100	20,000.00	2,924,015.75	2,944,015.75	0.00	2,061,939.00	2,061,939.00	-30.0%
Travel and Conferences		5200	494,475.35	262,609.83	757,085.18	384,926.00	276,859.00	661,785.00	-12.6%
Dues and Memberships		5300	86,372.64	51,198.00	137,570.64	80,529.00	52,800.00	133,329.00	-3.1%
Insurance		5400 - 5450	3,817,944.55	0.00	3,817,944.55	4,363,441.00	0.00	4,363,441.00	14.3%
Operations and Housekeeping Services		5500	6,449,677.84	269.92	6,449,947.76	7,105,300.00	0.00	7,105,300.00	10.2%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	814,789.45	2,246,898.94	3,061,688.39	1,109,595.00	2,461,915.00	3,571,510.00	16.7%
Transfers of Direct Costs		5710	(229,791.95)	229,791.95	0.00	(143,638.00)	143,638.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	(264.00)	0.00	(264.00)	0.00	0.00	0.00	-100.0%
Professional/Consulting Services and Operating Expenditures		5800	4,289,548.16	5,993,889.73	10,283,437.89	3,671,160.00	5,089,821.00	8,760,981.00	-14.8%
Communications		5900	618,820.11	87,620.95	706,441.06	503,600.00	285,300.00	788,900.00	11.7%
TOTAL SERVICES AND OTHER OPERATING EXPENDITURES			16,361,552.15	11,798,295.07	28,159,847.22	17,074,913.00	10,372,272.00	27,447,185.00	-2.5%

EXHIBIT E

Description	Resource Codes	Object Codes	2019-20 Unaudited Actuals			2020-21 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
CAPITAL OUTLAY									
Land		6100	2,426,567.02	1,848,359.84	4,274,926.86	0.00	0.00	0.00	-100.0%
Land Improvements		6170	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	69,575.00	2,594,780.90	2,664,355.90	0.00	879,312.00	879,312.00	-67.0%
Books and Media for New School Libraries or Major Expansion of School Libraries		6300	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment		6400	2,516,074.41	438,373.59	2,954,448.00	1,599,836.00	321,000.00	1,920,836.00	-35.0%
Equipment Replacement		6500	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL CAPITAL OUTLAY			5,012,216.43	4,881,514.33	9,893,730.76	1,599,836.00	1,200,312.00	2,800,148.00	-71.7%
OTHER OUTGO (excluding Transfers of Indirect Costs)									
Tuition									
Tuition for Instruction Under Interdistrict Attendance Agreements		7110	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
State Special Schools		7130	7,436.00	0.00	7,436.00	14,872.00	0.00	14,872.00	100.0%
Tuition, Excess Costs, and/or Deficit Payments Payments to Districts or Charter Schools		7141	0.00	1,005,080.76	1,005,080.76	0.00	1,200,000.00	1,200,000.00	19.4%
Payments to County Offices		7142	5,703,773.43	0.00	5,703,773.43	4,823,062.00	0.00	4,823,062.00	-15.4%
Payments to JPAs		7143	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Pass-Through Revenues To Districts or Charter Schools		7211	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
To County Offices		7212	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
To JPAs		7213	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Special Education SELPA Transfers of Apportionments To Districts or Charter Schools	6500	7221		0.00	0.00		0.00	0.00	0.0%
To County Offices	6500	7222		0.00	0.00		0.00	0.00	0.0%
To JPAs	6500	7223		0.00	0.00		0.00	0.00	0.0%
ROC/P Transfers of Apportionments To Districts or Charter Schools	6360	7221		0.00	0.00		0.00	0.00	0.0%
To County Offices	6360	7222		0.00	0.00		0.00	0.00	0.0%
To JPAs	6360	7223		0.00	0.00		0.00	0.00	0.0%
Other Transfers of Apportionments All Other		7221-7223	1,616,898.45	19,794.90	1,636,693.35	1,400,000.00	22,432.00	1,422,432.00	-13.1%
All Other Transfers		7281-7283	4,741,686.90	0.00	4,741,686.90	5,090,307.00	0.00	5,090,307.00	7.4%
All Other Transfers Out to All Others		7299	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Debt Service									
Debt Service - Interest		7438	73,771.70	0.00	73,771.70	63,558.00	0.00	63,558.00	-13.8%
Other Debt Service - Principal		7439	487,018.57	0.00	487,018.57	379,183.00	0.00	379,183.00	-22.1%
TOTAL OTHER OUTGO (excluding Transfers of Indirect Costs)			12,630,585.05	1,024,875.66	13,655,460.71	11,770,982.00	1,222,432.00	12,993,414.00	-4.8%
OTHER OUTGO - TRANSFERS OF INDIRECT COSTS									
Transfers of Indirect Costs		7310	(772,113.54)	772,113.54	0.00	(1,043,626.00)	1,043,626.00	0.00	0.0%
Transfers of Indirect Costs - Intertfund		7350	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL OTHER OUTGO - TRANSFERS OF INDIRECT COSTS			(772,113.54)	772,113.54	0.00	(1,043,626.00)	1,043,626.00	0.00	0.0%
TOTAL EXPENDITURES			280,999,465.63	124,519,475.14	405,518,940.77	276,741,048.00	122,977,685.00	399,718,733.00	-1.4%

EXHIBIT E

Description	Resource Codes	Object Codes	2019-20 Unaudited Actuals			2020-21 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
INTERFUND TRANSFERS									
INTERFUND TRANSFERS IN									
From: Special Reserve Fund		8912	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
From: Bond Interest and Redemption Fund		8914	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.00	0.00	0.00	0.00	0.0%
INTERFUND TRANSFERS OUT									
To: Child Development Fund		7611	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
To: Special Reserve Fund		7612	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
To: State School Building Fund/ County School Facilities Fund		7613	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
To: Cafeteria Fund		7616	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	0.00	1,680,375.47	1,680,375.47	0.00	1,500,000.00	1,500,000.00	-10.7%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	1,680,375.47	1,680,375.47	0.00	1,500,000.00	1,500,000.00	-10.7%
OTHER SOURCES/USES									
SOURCES									
State Apportionments Emergency Apportionments		8931	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds									
Proceeds from Disposal of Capital Assets		8953	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other Sources									
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Long-Term Debt Proceeds									
Proceeds from Certificates of Participation		8971	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Capital Leases		8972	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Lease Revenue Bonds		8973	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.00	0.00	0.00	0.00	0.0%
USES									
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.00	0.00	0.00	0.00	0.0%
CONTRIBUTIONS									
Contributions from Unrestricted Revenues		8980	(56,443,832.33)	56,443,832.33	0.00	(58,938,254.00)	58,938,254.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			(56,443,832.33)	56,443,832.33	0.00	(58,938,254.00)	58,938,254.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES									
(a - b + c - d + e)			(56,443,832.33)	54,763,456.86	(1,680,375.47)	(58,938,254.00)	57,438,254.00	(1,500,000.00)	-10.7%

EXHIBIT E

Description	Function Codes	Object Codes	2019-20 Unaudited Actuals			2020-21 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
A. REVENUES									
1) LCFF Sources		8010-8099	332,700,419.26	0.00	332,700,419.26	300,089,531.00	0.00	300,089,531.00	-9.8%
2) Federal Revenue		8100-8299	1,788,133.81	17,222,471.81	18,988,605.42	1,480,550.00	19,627,357.00	21,117,907.00	11.2%
3) Other State Revenue		8300-8599	7,788,064.07	44,998,588.56	52,786,652.63	7,498,881.00	36,729,310.00	44,228,181.00	-16.2%
4) Other Local Revenue		8600-8799	8,216,542.15	3,958,800.42	12,175,342.57	4,163,820.00	3,862,052.00	8,025,872.00	-34.1%
5) TOTAL, REVENUES			350,471,159.09	66,179,860.79	416,651,019.88	313,242,782.00	80,218,719.00	373,461,501.00	-10.4%
B. EXPENDITURES (Objects 1000-7999)									
1) Instruction	1000-1999		157,112,188.11	92,792,099.45	249,904,287.56	157,224,203.00	93,573,173.00	250,797,376.00	0.4%
2) Instruction - Related Services	2000-2999		26,799,923.29	5,434,482.17	32,234,405.46	25,799,726.00	5,341,254.00	31,140,980.00	-3.4%
3) Pupil Services	3000-3999		29,241,697.34	7,080,290.82	36,321,988.16	28,319,780.00	6,454,550.00	34,774,330.00	-4.3%
4) Ancillary Services	4000-4999		5,172,549.41	928,038.62	6,100,588.03	4,883,116.00	742,039.00	5,625,155.00	-7.8%
5) Community Services	5000-5999		667,769.85	207,404.91	875,174.76	635,235.00	300,790.00	936,025.00	7.0%
6) Enterprise	6000-6999		0.00	0.00	0.00	0.00	0.00	0.00	0.0%
7) General Administration	7000-7999		21,281,712.98	2,199,403.08	23,481,116.06	21,806,652.00	2,963,475.00	24,770,127.00	5.5%
8) Plant Services	8000-8999		28,093,059.60	14,852,880.43	42,945,940.03	25,301,354.00	12,379,972.00	38,681,326.00	-9.9%
9) Other Outgo	9000-9999	Except 7600-7699	12,630,585.05	1,024,875.66	13,655,460.71	11,770,982.00	1,222,432.00	12,993,414.00	-4.8%
10) TOTAL, EXPENDITURES			280,999,465.63	124,519,475.14	405,518,940.77	276,741,048.00	122,977,685.00	399,718,733.00	-1.4%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B10)									
			69,471,693.46	(58,339,614.35)	11,132,079.11	36,501,734.00	(62,758,966.00)	(26,257,232.00)	-335.9%
D. OTHER FINANCING SOURCES/USES									
1) Interfund Transfers									
a) Transfers In		8900-8929	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	1,680,375.47	1,680,375.47	0.00	1,500,000.00	1,500,000.00	-10.7%
2) Other Sources/Uses									
a) Sources		8930-8979	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	(56,443,832.33)	56,443,832.33	0.00	(58,938,254.00)	58,938,254.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			(56,443,832.33)	54,763,456.86	(1,680,375.47)	(58,938,254.00)	57,438,254.00	(1,500,000.00)	-10.7%

EXHIBIT E

Description	Function Codes	Object Codes	2019-20 Unaudited Actuals			2020-21 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)									
			13,027,861.13	(3,576,157.49)	9,451,703.64	(22,436,520.00)	(5,320,712.00)	(27,757,232.00)	-393.7%
F. FUND BALANCE, RESERVES									
1) Beginning Fund Balance									
a) As of July 1 - Unaudited		9791	100,354,503.07	11,753,454.53	112,107,957.60	113,382,364.20	8,177,297.04	121,559,661.24	8.4%
b) Audit Adjustments		9793	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			100,354,503.07	11,753,454.53	112,107,957.60	113,382,364.20	8,177,297.04	121,559,661.24	8.4%
d) Other Restatements		9795	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			100,354,503.07	11,753,454.53	112,107,957.60	113,382,364.20	8,177,297.04	121,559,661.24	8.4%
2) Ending Balance, June 30 (E + F1e)			113,382,364.20	8,177,297.04	121,559,661.24	90,945,844.20	2,856,585.04	93,802,429.24	-22.8%
Components of Ending Fund Balance									
a) Nonspendable									
Revolving Cash		9711	155,000.00	0.00	155,000.00	155,000.00	0.00	155,000.00	0.0%
Stores		9712	579,547.04	0.00	579,547.04	550,000.00	0.00	550,000.00	-5.1%
Prepaid Items		9713	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
b) Restricted		9740	0.00	9,587,849.33	9,587,849.33	0.00	4,267,137.33	4,267,137.33	-55.5%
c) Committed									
Stabilization Arrangements		9750	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other Commitments (by Resource/Object)		9760	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
d) Assigned									
Other Assignments (by Resource/Object)		9780	33,531,816.00	0.00	33,531,816.00	28,532,748.00	0.00	28,532,748.00	-14.9%
Classified Summer Assistance Benefits	0000	9780	20,255.00		20,255.00				
2017-18 One-Time Discretionary Funds	0000	9780	77,136.00		77,136.00				
2019-20 Operations - Trucks Carryover	0000	9780	115,226.00		115,226.00				
Marquee and Shade Structure Carryover	0000	9780	331,205.00		331,205.00				
2019-20 Bus Purchase Carryover	0000	9780	471,500.00		471,500.00				
School Site Carryover	0000	9780	717,713.00		717,713.00				
Potential Legal Settlement	0000	9780	1,000,000.00		1,000,000.00				
Supplemental/Concentration Carryover	0000	9780	1,846,263.00		1,846,263.00				
Additional 3% Reserve	0000	9780	12,216,080.00		12,216,080.00				
Textbook Reserve	0000	9780	16,736,438.00		16,736,438.00				
Classified Summer Assistance Benefits	0000	9780				185,000.00		185,000.00	
Supplemental/Concentration Carryover	0000	9780				810,000.00		810,000.00	
Additional 3% Reserve	0000	9780				11,948,521.00		11,948,521.00	
Textbook Reserve	0000	9780				15,589,227.00		15,589,227.00	
e) Unassigned/Unappropriated									
Reserve for Economic Uncertainties		9789	0.00	0.00	0.00	11,948,521.00	0.00	11,948,521.00	New
Unassigned/Unappropriated Amount		9790	79,116,001.16	(1,410,552.29)	77,705,448.87	49,759,575.20	(1,410,552.29)	48,349,022.91	-37.8%

Anaheim Union High
Orange County

Unaudited Actuals
General Fund
Exhibit: Restricted Balance Detail

EXHIBIT 01 0000000
Form 01

Resource	Description	2019-20 Unaudited Actuals	2020-21 Budget
5640	Medi-Cal Billing Option	0.30	0.30
6230	California Clean Energy Jobs Act	879,313.08	1.08
6300	Lottery: Instructional Materials	1,933,633.17	1.17
7311	Classified School Employee Professional Development Block Grant	194,720.00	0.00
7388	SB 117 COVID-19 LEA Response Funds	501,496.00	0.00
7415	Classified School Employee Summer Assistance Program	196,837.29	0.29
7510	Low-Performing Students Block Grant	1,018,355.80	2,625.80
8150	Ongoing & Major Maintenance Account (RMA: Education Code Secti	4,600,609.66	4,207,924.66
9010	Other Restricted Local	262,884.03	56,584.03
Total, Restricted Balance		9,587,849.33	4,267,137.33

Unaudited Actuals
Cafeteria Special Revenue Fund
Expenditures by Object

Description	Resource Codes	Object Codes	2019-20 Unaudited Actuals	2020-21 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	17,146,039.62	17,608,923.00	2.7%
3) Other State Revenue		8300-8599	1,214,600.70	1,251,645.00	3.0%
4) Other Local Revenue		8600-8799	1,915,427.71	1,439,765.00	-24.8%
5) TOTAL, REVENUES			20,276,068.03	20,300,333.00	0.1%
B. EXPENDITURES					
1) Certificated Salaries		1000-1999	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	8,870,963.17	9,104,179.00	2.6%
3) Employee Benefits		3000-3999	4,705,375.95	4,817,028.00	2.4%
4) Books and Supplies		4000-4999	8,466,993.92	8,488,274.00	0.3%
5) Services and Other Operating Expenditures		5000-5999	546,863.78	605,045.00	10.6%
6) Capital Outlay		6000-6999	148,520.68	125,000.00	-15.8%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			22,738,717.50	23,139,526.00	1.8%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			(2,462,649.47)	(2,839,193.00)	15.3%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%

Anaheim Union High
Orange County

Unaudited Actuals
Cafeteria Special Revenue Fund
Expenditures by Object

EXHIBIT E
30 66431 0000000
Form 13

Description	Resource Codes	Object Codes	2019-20 Unaudited Actuals	2020-21 Budget	Percent Difference
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			(2,462,649.47)	(2,839,193.00)	15.3%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited					
		9791	8,218,032.57	5,755,383.10	-30.0%
b) Audit Adjustments					
		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)					
			8,218,032.57	5,755,383.10	-30.0%
d) Other Restatements					
		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)					
			8,218,032.57	5,755,383.10	-30.0%
2) Ending Balance, June 30 (E + F1e)					
			5,755,383.10	2,916,190.10	-49.3%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash					
		9711	0.00	0.00	0.0%
Stores					
		9712	263,627.91	0.00	-100.0%
Prepaid Items					
		9713	0.00	0.00	0.0%
All Others					
		9719	0.00	0.00	0.0%
b) Restricted					
		9740	5,491,755.19	2,916,190.10	-46.9%
c) Committed					
Stabilization Arrangements					
		9750	0.00	0.00	0.0%
Other Commitments					
		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments					
		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties					
		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount					
		9790	0.00	0.00	0.0%

Unaudited Actuals
Cafeteria Special Revenue Fund
Expenditures by Object

Description	Resource Codes	Object Codes	2019-20 Unaudited Actuals	2020-21 Budget	Percent Difference
G. ASSETS					
1) Cash					
a) in County Treasury		9110	0.00		
1) Fair Value Adjustment to Cash in County Treasury		9111	0.00		
b) in Banks		9120	4,995,101.78		
c) in Revolving Cash Account		9130	0.00		
d) with Fiscal Agent/Trustee		9135	0.00		
e) Collections Awaiting Deposit		9140	0.00		
2) Investments		9150	0.00		
3) Accounts Receivable		9200	1,758,843.01		
4) Due from Grantor Government		9290	0.00		
5) Due from Other Funds		9310	0.00		
6) Stores		9320	263,627.91		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
9) TOTAL, ASSETS			7,017,572.70		
H. DEFERRED OUTFLOWS OF RESOURCES					
1) Deferred Outflows of Resources		9490	0.00		
2) TOTAL, DEFERRED OUTFLOWS			0.00		
I. LIABILITIES					
1) Accounts Payable		9500	295,999.59		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	785,404.46		
4) Current Loans		9640			
5) Unearned Revenue		9650	180,785.52		
6) TOTAL, LIABILITIES			1,262,189.57		
J. DEFERRED INFLOWS OF RESOURCES					
1) Deferred Inflows of Resources		9690	0.00		
2) TOTAL, DEFERRED INFLOWS			0.00		
K. FUND EQUITY					
Ending Fund Balance, June 30 (must agree with line F2) (G9 + H2) - (I6 + J2)			5,755,383.13		

Anaheim Union High
Orange County

Unaudited Actuals
Cafeteria Special Revenue Fund
Expenditures by Object

EXHIBIT E
30 66431 0000000
Form 13

Description	Resource Codes	Object Codes	2019-20 Unaudited Actuals	2020-21 Budget	Percent Difference
FEDERAL REVENUE					
Child Nutrition Programs		8220	17,146,039.62	15,623,251.00	-8.9%
Donated Food Commodities		8221	0.00	1,985,672.00	New
All Other Federal Revenue		8290	0.00	0.00	0.0%
TOTAL, FEDERAL REVENUE			17,146,039.62	17,608,923.00	2.7%
OTHER STATE REVENUE					
Child Nutrition Programs		8520	1,214,600.70	1,251,645.00	3.0%
All Other State Revenue		8590	0.00	0.00	0.0%
TOTAL, OTHER STATE REVENUE			1,214,600.70	1,251,645.00	3.0%
OTHER LOCAL REVENUE					
Other Local Revenue					
Sales					
Sale of Equipment/Supplies		8631	0.00	0.00	0.0%
Food Service Sales		8634	1,642,300.52	1,200,000.00	-26.9%
Leases and Rentals		8650	0.00	0.00	0.0%
Interest		8660	0.00	0.00	0.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.0%
Fees and Contracts					
Interagency Services		8677	0.00	0.00	0.0%
Other Local Revenue					
All Other Local Revenue		8699	273,127.19	239,765.00	-12.2%
TOTAL, OTHER LOCAL REVENUE			1,915,427.71	1,439,765.00	-24.8%
TOTAL, REVENUES			20,276,068.03	20,300,333.00	0.1%

Anaheim Union High
Orange County

Unaudited Actuals
Cafeteria Special Revenue Fund
Expenditures by Object

EXHIBIT E
30 66431 0000000
Form 13

Description	Resource Codes	Object Codes	2019-20 Unaudited Actuals	2020-21 Budget	Percent Difference
CERTIFICATED SALARIES					
Certificated Supervisors' and Administrators' Salaries		1300	0.00	0.00	0.0%
Other Certificated Salaries		1900	0.00	0.00	0.0%
TOTAL, CERTIFICATED SALARIES			0.00	0.00	0.0%
CLASSIFIED SALARIES					
Classified Support Salaries		2200	7,880,442.19	8,067,529.00	2.4%
Classified Supervisors' and Administrators' Salaries		2300	505,984.59	530,724.00	4.9%
Clerical, Technical and Office Salaries		2400	484,536.39	505,926.00	4.4%
Other Classified Salaries		2900	0.00	0.00	0.0%
TOTAL, CLASSIFIED SALARIES			8,870,963.17	9,104,179.00	2.6%
EMPLOYEE BENEFITS					
STRS		3101-3102	0.00	0.00	0.0%
PERS		3201-3202	1,372,290.99	1,422,841.00	3.7%
OASDI/Medicare/Alternative		3301-3302	670,007.10	676,249.00	0.9%
Health and Welfare Benefits		3401-3402	2,433,030.75	2,513,438.00	3.3%
Unemployment Insurance		3501-3502	4,427.90	4,500.00	1.6%
Workers' Compensation		3601-3602	225,619.21	200,000.00	-11.4%
OPEB, Allocated		3701-3702	0.00	0.00	0.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.0%
TOTAL, EMPLOYEE BENEFITS			4,705,375.95	4,817,028.00	2.4%
BOOKS AND SUPPLIES					
Books and Other Reference Materials		4200	0.00	0.00	0.0%
Materials and Supplies		4300	132,764.38	328,646.00	146.0%
Noncapitalized Equipment		4400	32,675.39	35,000.00	7.1%
Food		4700	8,301,554.15	8,126,628.00	-2.1%
TOTAL, BOOKS AND SUPPLIES			8,466,993.92	8,488,274.00	0.3%

Anaheim Union High
Orange County

Unaudited Actuals
Cafeteria Special Revenue Fund
Expenditures by Object

EXHIBIT E
30 66431 0000000
Form 13

Description	Resource Codes	Object Codes	2019-20 Unaudited Actuals	2020-21 Budget	Percent Difference
SERVICES AND OTHER OPERATING EXPENDITURES					
Subagreements for Services		5100	0.00	0.00	0.0%
Travel and Conferences		5200	13,382.57	12,500.00	-6.6%
Dues and Memberships		5300	0.00	0.00	0.0%
Insurance		5400-5450	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	271,213.38	0.00	-100.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	62,124.04	395,280.00	536.3%
Transfers of Direct Costs		5710	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	0.00	0.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	166,231.32	165,092.00	-0.7%
Communications		5900	33,912.47	32,173.00	-5.1%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			546,863.78	605,045.00	10.6%
CAPITAL OUTLAY					
Buildings and Improvements of Buildings		6200	0.00	0.00	0.0%
Equipment		6400	0.00	0.00	0.0%
Equipment Replacement		6500	148,520.68	125,000.00	-15.8%
TOTAL, CAPITAL OUTLAY			148,520.68	125,000.00	-15.8%
OTHER OUTGO (excluding Transfers of Indirect Costs)					
Debt Service					
Debt Service - Interest		7438	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			0.00	0.00	0.0%
OTHER OUTGO - TRANSFERS OF INDIRECT COSTS					
Transfers of Indirect Costs - Interfund		7350	0.00	0.00	0.0%
TOTAL, OTHER OUTGO - TRANSFERS OF INDIRECT COSTS			0.00	0.00	0.0%
TOTAL, EXPENDITURES			22,738,717.50	23,139,526.00	1.8%

Anaheim Union High
Orange County

Unaudited Actuals
Cafeteria Special Revenue Fund
Expenditures by Object

EXHIBIT E
30 66431 0000000
Form 13

Description	Resource Codes	Object Codes	2019-20 Unaudited Actuals	2020-21 Budget	Percent Difference
INTERFUND TRANSFERS					
INTERFUND TRANSFERS IN					
From: General Fund		8916	0.00	0.00	0.0%
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.0%
INTERFUND TRANSFERS OUT					
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.0%
OTHER SOURCES/USES					
SOURCES					
Other Sources					
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.0%
Long-Term Debt Proceeds					
Proceeds from Capital Leases		8972	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.0%
USES					
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.0%
CONTRIBUTIONS					
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			0.00	0.00	0.0%

Anaheim Union High
Orange County

Unaudited Actuals
Cafeteria Special Revenue Fund
Expenditures by Function

EXHIBIT E
30 66431 0000000
Form 13

Description	Function Codes	Object Codes	2019-20 Unaudited Actuals	2020-21 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	17,146,039.62	17,608,923.00	2.7%
3) Other State Revenue		8300-8599	1,214,600.70	1,251,645.00	3.0%
4) Other Local Revenue		8600-8799	1,915,427.71	1,439,765.00	-24.8%
5) TOTAL, REVENUES			20,276,068.03	20,300,333.00	0.1%
B. EXPENDITURES (Objects 1000-7999)					
1) Instruction	1000-1999		0.00	0.00	0.0%
2) Instruction - Related Services	2000-2999		0.00	0.00	0.0%
3) Pupil Services	3000-3999		22,318,983.44	23,139,526.00	3.7%
4) Ancillary Services	4000-4999		0.00	0.00	0.0%
5) Community Services	5000-5999		0.00	0.00	0.0%
6) Enterprise	6000-6999		0.00	0.00	0.0%
7) General Administration	7000-7999		0.00	0.00	0.0%
8) Plant Services	8000-8999		419,734.06	0.00	-100.0%
9) Other Outgo	9000-9999	Except 7600-7699	0.00	0.00	0.0%
10) TOTAL, EXPENDITURES			22,738,717.50	23,139,526.00	1.8%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B10)			(2,462,649.47)	(2,839,193.00)	15.3%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%

Unaudited Actuals
Cafeteria Special Revenue Fund
Expenditures by Function

Description	Function Codes	Object Codes	2019-20 Unaudited Actuals	2020-21 Budget	Percent Difference
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			(2,462,649.47)	(2,839,193.00)	15.3%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	8,218,032.57	5,755,383.10	-30.0%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			8,218,032.57	5,755,383.10	-30.0%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			8,218,032.57	5,755,383.10	-30.0%
2) Ending Balance, June 30 (E + F1e)					
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	263,627.91	0.00	-100.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted					
		9740	5,491,755.19	2,916,190.10	-46.9%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments (by Resource/Object)		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments (by Resource/Object)		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

Anaheim Union High
Orange County

Unaudited Actuals
Cafeteria Special Revenue Fund
Exhibit: Restricted Balance Detail

EXHIBIT 4 0000000
Form 13

Resource	Description	2019-20 Unaudited Actuals	2020-21 Budget
5310	Child Nutrition: School Programs (e.g., School Lunch, School	5,491,755.19	2,916,190.10
Total, Restricted Balance		<u>5,491,755.19</u>	<u>2,916,190.10</u>

Unaudited Actuals
Deferred Maintenance Fund
Expenditures by Object

Description	Resource Codes	Object Codes	2019-20 Unaudited Actuals	2020-21 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	65,203.07	95,000.00	45.7%
5) TOTAL, REVENUES			65,203.07	95,000.00	45.7%
B. EXPENDITURES					
1) Certificated Salaries		1000-1999	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	0.00	0.00	0.0%
5) Services and Other Operating Expenditures		5000-5999	2,333.41	2,800.00	20.0%
6) Capital Outlay		6000-6999	5,151,385.92	2,387,253.00	-53.7%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			5,153,719.33	2,390,053.00	-53.6%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			(5,088,516.26)	(2,295,053.00)	-54.9%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	1,500,000.00	1,500,000.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			1,500,000.00	1,500,000.00	0.0%

Unaudited Actuals
Deferred Maintenance Fund
Expenditures by Object

Description	Resource Codes	Object Codes	2019-20 Unaudited Actuals	2020-21 Budget	Percent Difference
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			(3,588,516.26)	(795,053.00)	-77.8%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	5,870,974.61	2,282,458.35	-61.1%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			5,870,974.61	2,282,458.35	-61.1%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			5,870,974.61	2,282,458.35	-61.1%
2) Ending Balance, June 30 (E + F1e)					
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted					
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments		9780	2,282,458.35	1,487,405.35	-34.8%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

Unaudited Actuals
Deferred Maintenance Fund
Expenditures by Object

EXHIBIT E
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Anaheim Union High
Orange County

Description	Resource Codes	Object Codes	2019-20 Unaudited Actuals	2020-21 Budget	Percent Difference
G. ASSETS					
1) Cash					
a) in County Treasury		9110	891,151.62		
1) Fair Value Adjustment to Cash in County Treasury		9111	7,422.21		
b) in Banks		9120	0.00		
c) in Revolving Cash Account		9130	0.00		
d) with Fiscal Agent/Trustee		9135	0.00		
e) Collections Awaiting Deposit		9140	0.00		
2) Investments		9150	0.00		
3) Accounts Receivable		9200	889.26		
4) Due from Grantor Government		9290	0.00		
5) Due from Other Funds		9310	1,500,000.00		
6) Stores		9320	0.00		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
9) TOTAL, ASSETS			2,399,463.09		
H. DEFERRED OUTFLOWS OF RESOURCES					
1) Deferred Outflows of Resources		9490	0.00		
2) TOTAL, DEFERRED OUTFLOWS			0.00		
I. LIABILITIES					
1) Accounts Payable		9500	56,203.24		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	60,801.50		
4) Current Loans		9640			
5) Unearned Revenue		9650	0.00		
6) TOTAL, LIABILITIES			117,004.74		
J. DEFERRED INFLOWS OF RESOURCES					
1) Deferred Inflows of Resources		9690	0.00		
2) TOTAL, DEFERRED INFLOWS			0.00		
K. FUND EQUITY					
Ending Fund Balance, June 30 (must agree with line F2) (G9 + H2) - (I6 + J2)			2,282,458.35		

Anaheim Union High
Orange County

Unaudited Actuals
Deferred Maintenance Fund
Expenditures by Object

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Description	Resource Codes	Object Codes	2019-20 Unaudited Actuals	2020-21 Budget	Percent Difference
LCFF SOURCES					
LCFF Transfers					
LCFF Transfers - Current Year		8091	0.00	0.00	0.0%
LCFF/Revenue Limit Transfers - Prior Years		8099	0.00	0.00	0.0%
TOTAL, LCFF SOURCES			0.00	0.00	0.0%
OTHER STATE REVENUE					
All Other State Revenue		8590	0.00	0.00	0.0%
TOTAL, OTHER STATE REVENUE			0.00	0.00	0.0%
OTHER LOCAL REVENUE					
Other Local Revenue					
Community Redevelopment Funds Not Subject to LCFF Deduction		8625	0.00	0.00	0.0%
Sales					
Sale of Equipment/Supplies		8631	0.00	0.00	0.0%
Interest		8660	81,597.10	95,000.00	16.4%
Net Increase (Decrease) in the Fair Value of Investments		8662	(16,394.03)	0.00	-100.0%
Other Local Revenue					
All Other Local Revenue		8699	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			65,203.07	95,000.00	45.7%
TOTAL, REVENUES			65,203.07	95,000.00	45.7%

Unaudited Actuals
Deferred Maintenance Fund
Expenditures by Object

EXHIBIT E
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Anaheim Union High
Orange County

Description	Resource Codes	Object Codes	2019-20 Unaudited Actuals	2020-21 Budget	Percent Difference
CLASSIFIED SALARIES					
Classified Support Salaries		2200	0.00	0.00	0.0%
Other Classified Salaries		2900	0.00	0.00	0.0%
TOTAL, CLASSIFIED SALARIES			0.00	0.00	0.0%
EMPLOYEE BENEFITS					
STRS		3101-3102	0.00	0.00	0.0%
PERS		3201-3202	0.00	0.00	0.0%
OASDI/Medicare/Alternative		3301-3302	0.00	0.00	0.0%
Health and Welfare Benefits		3401-3402	0.00	0.00	0.0%
Unemployment Insurance		3501-3502	0.00	0.00	0.0%
Workers' Compensation		3601-3602	0.00	0.00	0.0%
OPEB, Allocated		3701-3702	0.00	0.00	0.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.0%
TOTAL, EMPLOYEE BENEFITS			0.00	0.00	0.0%
BOOKS AND SUPPLIES					
Books and Other Reference Materials		4200	0.00	0.00	0.0%
Materials and Supplies		4300	0.00	0.00	0.0%
Noncapitalized Equipment		4400	0.00	0.00	0.0%
TOTAL, BOOKS AND SUPPLIES			0.00	0.00	0.0%

Unaudited Actuals
Deferred Maintenance Fund
Expenditures by Object

EXHIBIT E
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Anaheim Union High
Orange County

Description	Resource Codes	Object Codes	2019-20 Unaudited Actuals	2020-21 Budget	Percent Difference
SERVICES AND OTHER OPERATING EXPENDITURES					
Subagreements for Services		5100	0.00	0.00	0.0%
Travel and Conferences		5200	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	0.00	0.00	0.0%
Transfers of Direct Costs		5710	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	0.00	0.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	2,333.41	2,800.00	20.0%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			2,333.41	2,800.00	20.0%
CAPITAL OUTLAY					
Land Improvements		6170	0.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	5,151,385.92	2,387,253.00	-53.7%
Equipment		6400	0.00	0.00	0.0%
Equipment Replacement		6500	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			5,151,385.92	2,387,253.00	-53.7%
OTHER OUTGO (excluding Transfers of Indirect Costs)					
Debt Service					
Debt Service - Interest		7438	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			0.00	0.00	0.0%
TOTAL, EXPENDITURES			5,153,719.33	2,390,053.00	-53.6%

Unaudited Actuals
Deferred Maintenance Fund
Expenditures by Object

EXHIBIT E
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Form 14

Anaheim Union High
Orange County

Description	Resource Codes	Object Codes	2019-20 Unaudited Actuals	2020-21 Budget	Percent Difference
INTERFUND TRANSFERS					
INTERFUND TRANSFERS IN					
Other Authorized Interfund Transfers In		8919	1,500,000.00	1,500,000.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			1,500,000.00	1,500,000.00	0.0%
INTERFUND TRANSFERS OUT					
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.0%
OTHER SOURCES/USES					
SOURCES					
Other Sources					
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.0%
Long-Term Debt Proceeds					
Proceeds from Capital Leases		8972	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.0%
USES					
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.0%
CONTRIBUTIONS					
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			1,500,000.00	1,500,000.00	0.0%

Unaudited Actuals
Deferred Maintenance Fund
Expenditures by Function

Description	Function Codes	Object Codes	2019-20 Unaudited Actuals	2020-21 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	65,203.07	95,000.00	45.7%
5) TOTAL, REVENUES			65,203.07	95,000.00	45.7%
B. EXPENDITURES (Objects 1000-7999)					
1) Instruction	1000-1999		0.00	0.00	0.0%
2) Instruction - Related Services	2000-2999		0.00	0.00	0.0%
3) Pupil Services	3000-3999		0.00	0.00	0.0%
4) Ancillary Services	4000-4999		0.00	0.00	0.0%
5) Community Services	5000-5999		0.00	0.00	0.0%
6) Enterprise	6000-6999		0.00	0.00	0.0%
7) General Administration	7000-7999		0.00	0.00	0.0%
8) Plant Services	8000-8999		5,153,719.33	2,390,053.00	-53.6%
9) Other Outgo	9000-9999	Except 7600-7699	0.00	0.00	0.0%
10) TOTAL, EXPENDITURES			5,153,719.33	2,390,053.00	-53.6%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B10)			(5,088,516.26)	(2,295,053.00)	-54.9%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	1,500,000.00	1,500,000.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			1,500,000.00	1,500,000.00	0.0%

Anaheim Union High
Orange County

Unaudited Actuals
Deferred Maintenance Fund
Expenditures by Function

EXHIBIT E
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Form 14

Description	Function Codes	Object Codes	2019-20 Unaudited Actuals	2020-21 Budget	Percent Difference
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			(3,588,516.26)	(795,053.00)	-77.8%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	5,870,974.61	2,282,458.35	-61.1%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			5,870,974.61	2,282,458.35	-61.1%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			5,870,974.61	2,282,458.35	-61.1%
2) Ending Balance, June 30 (E + F1e)			2,282,458.35	1,487,405.35	-34.8%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted					
		9740	0.00	0.00	0.0%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments (by Resource/Object)		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments (by Resource/Object)		9780	2,282,458.35	1,487,405.35	-34.8%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

Anaheim Union High
Orange County

Unaudited Actuals
Deferred Maintenance Fund
Exhibit: Restricted Balance Detail

EXHIBIT 1 0000000
Form 14

Resource	Description	2019-20 Unaudited Actuals	2020-21 Budget
Total, Restricted Balance		0.00	0.00

Unaudited Actuals
Building Fund
Expenditures by Object

EXHIBIT E
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Form 21

Anaheim Union High
Orange County

Description	Resource Codes	Object Codes	2019-20 Unaudited Actuals	2020-21 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	2,881,057.85	2,100,010.00	-27.1%
5) TOTAL, REVENUES			2,881,057.85	2,100,010.00	-27.1%
B. EXPENDITURES					
1) Certificated Salaries		1000-1999	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	265,111.65	377,962.00	42.6%
3) Employee Benefits		3000-3999	105,630.41	165,780.00	56.9%
4) Books and Supplies		4000-4999	814,608.12	1,000,000.00	22.8%
5) Services and Other Operating Expenditures		5000-5999	586,670.08	63,005.00	-89.3%
6) Capital Outlay		6000-6999	37,208,094.46	126,895,731.00	241.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			38,980,114.72	128,502,478.00	229.7%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			(36,099,056.87)	(126,402,468.00)	250.2%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	102,545,000.00	0.00	-100.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			102,545,000.00	0.00	-100.0%

Description	Resource Codes	Object Codes	2019-20 Unaudited Actuals	2020-21 Budget	Percent Difference
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			66,445,943.13	(126,402,468.00)	-290.2%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	70,308,585.55	136,754,528.68	94.5%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			70,308,585.55	136,754,528.68	94.5%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			70,308,585.55	136,754,528.68	94.5%
2) Ending Balance, June 30 (E + F1e)			136,754,528.68	10,352,060.68	-92.4%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted					
		9740	0.00	0.00	0.0%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments		9780	136,754,528.68	10,352,060.68	-92.4%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

Anaheim Union High
Orange County

Unaudited Actuals
Building Fund
Expenditures by Object

EXHIBIT E
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Form 21

Description	Resource Codes	Object Codes	2019-20 Unaudited Actuals	2020-21 Budget	Percent Difference
G. ASSETS					
1) Cash					
a) in County Treasury		9110	139,494,895.12		
1) Fair Value Adjustment to Cash in County Treasury		9111	1,166,497.88		
b) in Banks		9120	0.00		
c) in Revolving Cash Account		9130	0.00		
d) with Fiscal Agent/Trustee		9135	0.00		
e) Collections Awaiting Deposit		9140	0.00		
2) Investments		9150	0.00		
3) Accounts Receivable		9200	140,116.06		
4) Due from Grantor Government		9290	0.00		
5) Due from Other Funds		9310	7,983.04		
6) Stores		9320	0.00		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
9) TOTAL, ASSETS			140,809,492.10		
H. DEFERRED OUTFLOWS OF RESOURCES					
1) Deferred Outflows of Resources		9490	0.00		
2) TOTAL, DEFERRED OUTFLOWS			0.00		
I. LIABILITIES					
1) Accounts Payable		9500	4,023,075.48		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	31,887.94		
4) Current Loans		9640	0.00		
5) Unearned Revenue		9650	0.00		
6) TOTAL, LIABILITIES			4,054,963.42		
J. DEFERRED INFLOWS OF RESOURCES					
1) Deferred Inflows of Resources		9690	0.00		
2) TOTAL, DEFERRED INFLOWS			0.00		
K. FUND EQUITY					
Ending Fund Balance, June 30 (must agree with line F2) (G9 + H2) - (I6 + J2)			136,754,528.68		

Anaheim Union High
Orange County

Unaudited Actuals
Building Fund
Expenditures by Object

EXHIBIT E
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Form 21

Description	Resource Codes	Object Codes	2019-20 Unaudited Actuals	2020-21 Budget	Percent Difference
FEDERAL REVENUE					
FEMA		8281	0.00	0.00	0.0%
All Other Federal Revenue		8290	0.00	0.00	0.0%
TOTAL, FEDERAL REVENUE			0.00	0.00	0.0%
OTHER STATE REVENUE					
Tax Relief Subventions Restricted Levies - Other					
Homeowners' Exemptions		8575	0.00	0.00	0.0%
Other Subventions/In-Lieu Taxes		8576	0.00	0.00	0.0%
All Other State Revenue		8590	0.00	0.00	0.0%
TOTAL, OTHER STATE REVENUE			0.00	0.00	0.0%
OTHER LOCAL REVENUE					
Other Local Revenue County and District Taxes					
Other Restricted Levies Secured Roll					
		8615	0.00	0.00	0.0%
Unsecured Roll					
		8616	0.00	0.00	0.0%
Prior Years' Taxes					
		8617	0.00	0.00	0.0%
Supplemental Taxes					
		8618	0.00	0.00	0.0%
Non-Ad Valorem Taxes Parcel Taxes					
		8621	0.00	0.00	0.0%
Other					
		8622	0.00	0.00	0.0%
Community Redevelopment Funds Not Subject to LCFF Deduction					
		8625	0.00	0.00	0.0%
Penalties and Interest from Delinquent Non-LCFF Taxes					
		8629	0.00	0.00	0.0%
Sales Sale of Equipment/Supplies					
		8631	0.00	0.00	0.0%
Leases and Rentals					
		8650	2.00	0.00	-100.0%
Interest					
		8660	2,149,384.83	2,100,010.00	-2.3%
Net Increase (Decrease) in the Fair Value of Investments					
		8662	731,661.02	0.00	-100.0%
Other Local Revenue					
All Other Local Revenue					
		8699	10.00	0.00	-100.0%
All Other Transfers In from All Others					
		8799	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			2,881,057.85	2,100,010.00	-27.1%
TOTAL REVENUES			2,881,057.85	2,100,010.00	-27.1%

Description	Resource Codes	Object Codes	2019-20 Unaudited Actuals	2020-21 Budget	Percent Difference
CLASSIFIED SALARIES					
Classified Support Salaries		2200	23,903.04	0.00	-100.0%
Classified Supervisors' and Administrators' Salaries		2300	241,208.61	377,962.00	56.7%
Clerical, Technical and Office Salaries		2400	0.00	0.00	0.0%
Other Classified Salaries		2900	0.00	0.00	0.0%
TOTAL, CLASSIFIED SALARIES			285,111.65	377,962.00	42.6%
EMPLOYEE BENEFITS					
STRS		3101-3102	0.00	0.00	0.0%
PERS		3201-3202	47,568.83	78,240.00	64.5%
OASDI/Medicare/Alternative		3301-3302	19,260.53	25,580.00	32.8%
Health and Welfare Benefits		3401-3402	31,956.62	52,290.00	63.6%
Unemployment Insurance		3501-3502	131.69	190.00	44.3%
Workers' Compensation		3601-3602	6,712.74	9,480.00	41.2%
OPEB, Allocated		3701-3702	0.00	0.00	0.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.0%
TOTAL, EMPLOYEE BENEFITS			105,630.41	165,780.00	56.9%
BOOKS AND SUPPLIES					
Books and Other Reference Materials		4200	0.00	0.00	0.0%
Materials and Supplies		4300	436,043.32	0.00	-100.0%
Noncapitalized Equipment		4400	378,564.80	1,000,000.00	164.2%
TOTAL, BOOKS AND SUPPLIES			814,608.12	1,000,000.00	22.8%
SERVICES AND OTHER OPERATING EXPENDITURES					
Subagreements for Services		5100	0.00	0.00	0.0%
Travel and Conferences		5200	0.00	0.00	0.0%
Insurance		5400-5450	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	330.00	0.00	-100.0%
Transfers of Direct Costs		5710	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	240.00	0.00	-100.0%

Unaudited Actuals
Building Fund
Expenditures by Object

EXHIBIT E
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Form 21

Anaheim Union High
Orange County

Description	Resource Codes	Object Codes	2019-20 Unaudited Actuals	2020-21 Budget	Percent Difference
Professional/Consulting Services and Operating Expenditures		5800	586,100.08	63,005.00	-89.3%
Communications		5900	0.00	0.00	0.0%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			586,670.08	63,005.00	-89.3%
CAPITAL OUTLAY					
Land		6100	29,199,035.95	1,468,824.00	-95.0%
Land Improvements		6170	0.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	7,865,953.64	125,276,907.00	1492.6%
Books and Media for New School Libraries or Major Expansion of School Libraries		6300	0.00	0.00	0.0%
Equipment		6400	143,104.87	150,000.00	4.8%
Equipment Replacement		6500	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			37,208,094.46	126,895,731.00	241.0%
OTHER OUTGO (excluding Transfers of Indirect Costs)					
Other Transfers Out					
All Other Transfers Out to All Others		7299	0.00	0.00	0.0%
Debt Service					
Repayment of State School Building Fund Aid - Proceeds from Bonds		7435	0.00	0.00	0.0%
Debt Service - Interest		7438	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			0.00	0.00	0.0%
TOTAL, EXPENDITURES			38,980,114.72	128,502,478.00	229.7%

Unaudited Actuals
 Building Fund
 Expenditures by Object

EXHIBIT E
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 Form 21

Anaheim Union High
 Orange County

Description	Resource Codes	Object Codes	2019-20 Unaudited Actuals	2020-21 Budget	Percent Difference
INTERFUND TRANSFERS					
INTERFUND TRANSFERS IN					
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.0%
INTERFUND TRANSFERS OUT					
To: State School Building Fund/ County School Facilities Fund		7613	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.0%

Unaudited Actuals
Building Fund
Expenditures by Object

Description	Resource Codes	Object Codes	2019-20 Unaudited Actuals	2020-21 Budget	Percent Difference
OTHER SOURCES/USES					
SOURCES					
Proceeds					
Proceeds from Sale of Bonds		8951	102,545,000.00	0.00	-100.0%
Proceeds from Disposal of Capital Assets		8953	0.00	0.00	0.0%
Other Sources					
County School Bldg Aid		8961	0.00	0.00	0.0%
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.0%
Long-Term Debt Proceeds					
Proceeds from Certificates of Participation		8971	0.00	0.00	0.0%
Proceeds from Capital Leases		8972	0.00	0.00	0.0%
Proceeds from Lease Revenue Bonds		8973	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.0%
(c) TOTAL, SOURCES			102,545,000.00	0.00	-100.0%
USES					
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.0%
CONTRIBUTIONS					
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			102,545,000.00	0.00	-100.0%

Unaudited Actuals
Building Fund
Expenditures by Function

Description	Function Codes	Object Codes	2019-20 Unaudited Actuals	2020-21 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	2,881,057.85	2,100,010.00	-27.1%
5) TOTAL, REVENUES			2,881,057.85	2,100,010.00	-27.1%
B. EXPENDITURES (Objects 1000-7999)					
1) Instruction	1000-1999		0.00	0.00	0.0%
2) Instruction - Related Services	2000-2999		0.00	0.00	0.0%
3) Pupil Services	3000-3999		0.00	0.00	0.0%
4) Ancillary Services	4000-4999		0.00	0.00	0.0%
5) Community Services	5000-5999		0.00	0.00	0.0%
6) Enterprise	6000-6999		0.00	0.00	0.0%
7) General Administration	7000-7999		0.00	0.00	0.0%
8) Plant Services	8000-8999		38,461,077.22	128,502,478.00	234.1%
9) Other Outgo	9000-9999	Except 7600-7699	519,037.50	0.00	-100.0%
10) TOTAL, EXPENDITURES			38,980,114.72	128,502,478.00	229.7%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B10)			(36,099,056.87)	(126,402,468.00)	250.2%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	102,545,000.00	0.00	-100.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			102,545,000.00	0.00	-100.0%

Unaudited Actuals
Building Fund
Expenditures by Function

Description	Function Codes	Object Codes	2019-20 Unaudited Actuals	2020-21 Budget	Percent Difference
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			66,445,943.13	(126,402,468.00)	-290.2%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	70,308,585.55	136,754,528.68	94.5%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			70,308,585.55	136,754,528.68	94.5%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			70,308,585.55	136,754,528.68	94.5%
2) Ending Balance, June 30 (E + F1e)					
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted					
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments (by Resource/Object)		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments (by Resource/Object)		9780	136,754,528.68	10,352,060.68	-92.4%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

Anaheim Union High
Orange County

Unaudited Actuals
Building Fund
Exhibit: Restricted Balance Detail

EXHIBIT E
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Form 21

Resource	Description	2019-20 Unaudited Actuals	2020-21 Budget
Total, Restricted Balance		0.00	0.00

Unaudited Actuals
Capital Facilities Fund
Expenditures by Object

Description	Resource Codes	Object Codes	2019-20 Unaudited Actuals	2020-21 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	5,410,358.81	4,588,500.00	-15.2%
5) TOTAL, REVENUES			5,410,358.81	4,588,500.00	-15.2%
B. EXPENDITURES					
1) Certificated Salaries		1000-1999	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	361.20	0.00	-100.0%
3) Employee Benefits		3000-3999	36.87	0.00	-100.0%
4) Books and Supplies		4000-4999	4,725.92	0.00	-100.0%
5) Services and Other Operating Expenditures		5000-5999	21,539.83	11,100.00	-48.5%
6) Capital Outlay		6000-6999	3,841,426.00	16,773,444.00	336.6%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			3,868,089.82	16,784,544.00	333.9%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			1,542,268.99	(12,196,044.00)	-890.8%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	2,050,813.01	2,441,735.00	19.1%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			(2,050,813.01)	(2,441,735.00)	19.1%

Description	Resource Codes	Object Codes	2019-20 Unaudited Actuals	2020-21 Budget	Percent Difference
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			(508,544.02)	(14,637,779.00)	2778.4%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	18,982,775.15	18,474,231.13	-2.7%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			18,982,775.15	18,474,231.13	-2.7%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			18,982,775.15	18,474,231.13	-2.7%
2) Ending Balance, June 30 (E + F1e)					
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	18,474,231.13	3,836,452.13	-79.2%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

Unaudited Actuals
Capital Facilities Fund
Expenditures by Object

Description	Resource Codes	Object Codes	2019-20 Unaudited Actuals	2020-21 Budget	Percent Difference
G. ASSETS					
1) Cash					
a) in County Treasury		9110	16,805,555.36		
1) Fair Value Adjustment to Cash in County Treasury		9111	141,681.75		
b) in Banks		9120	0.00		
c) in Revolving Cash Account		9130	0.00		
d) with Fiscal Agent/Trustee		9135	0.00		
e) Collections Awaiting Deposit		9140	0.00		
2) Investments		9150	0.00		
3) Accounts Receivable		9200	17,256.09		
4) Due from Grantor Government		9290	0.00		
5) Due from Other Funds		9310	1,610,873.64		
6) Stores		9320	0.00		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
9) TOTAL, ASSETS			18,575,366.84		
H. DEFERRED OUTFLOWS OF RESOURCES					
1) Deferred Outflows of Resources		9490	0.00		
2) TOTAL, DEFERRED OUTFLOWS			0.00		
I. LIABILITIES					
1) Accounts Payable		9500	101,111.71		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	24.00		
4) Current Loans		9640	0.00		
5) Unearned Revenue		9650	0.00		
6) TOTAL, LIABILITIES			101,135.71		
J. DEFERRED INFLOWS OF RESOURCES					
1) Deferred Inflows of Resources		9690	0.00		
2) TOTAL, DEFERRED INFLOWS			0.00		
K. FUND EQUITY					
Ending Fund Balance, June 30 (must agree with line F2) (G9 + H2) - (I6 + J2)			18,474,231.13		

Anaheim Union High
Orange County

Unaudited Actuals
Capital Facilities Fund
Expenditures by Object

EXHIBIT 06431 0000000
Form 25

Description	Resource Codes	Object Codes	2019-20 Unaudited Actuals	2020-21 Budget	Percent Difference
OTHER STATE REVENUE					
Tax Relief Subventions Restricted Levies - Other					
Homeowners' Exemptions		8575	0.00	0.00	0.0%
Other Subventions/In-Lieu Taxes		8576	0.00	0.00	0.0%
All Other State Revenue		8590	0.00	0.00	0.0%
TOTAL, OTHER STATE REVENUE			0.00	0.00	0.0%
OTHER LOCAL REVENUE					
Other Local Revenue County and District Taxes					
Other Restricted Levies Secured Roll		8615	0.00	0.00	0.0%
Unsecured Roll		8616	0.00	0.00	0.0%
Prior Years' Taxes		8617	0.00	0.00	0.0%
Supplemental Taxes		8618	0.00	0.00	0.0%
Non-Ad Valorem Taxes Parcel Taxes		8621	0.00	0.00	0.0%
Other		8622	0.00	0.00	0.0%
Community Redevelopment Funds Not Subject to LCFF Deduction		8625	3,633,726.06	3,195,000.00	-12.1%
Penalties and Interest from Delinquent Non-LCFF Taxes		8629	0.00	0.00	0.0%
Sales Sale of Equipment/Supplies		8631	0.00	0.00	0.0%
Interest		8660	346,407.20	381,000.00	10.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	38,740.61	0.00	-100.0%
Fees and Contracts					
Mitigation/Developer Fees		8681	1,391,484.94	1,012,500.00	-27.2%
Other Local Revenue					
All Other Local Revenue		8699	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			5,410,358.81	4,588,500.00	-15.2%
TOTAL REVENUES			5,410,358.81	4,588,500.00	-15.2%

Description	Resource Codes	Object Codes	2019-20 Unaudited Actuals	2020-21 Budget	Percent Difference
CERTIFICATED SALARIES					
Other Certificated Salaries		1900	0.00	0.00	0.0%
TOTAL, CERTIFICATED SALARIES			0.00	0.00	0.0%
CLASSIFIED SALARIES					
Classified Support Salaries		2200	361.20	0.00	-100.0%
Classified Supervisors' and Administrators' Salaries		2300	0.00	0.00	0.0%
Clerical, Technical and Office Salaries		2400	0.00	0.00	0.0%
Other Classified Salaries		2900	0.00	0.00	0.0%
TOTAL, CLASSIFIED SALARIES			361.20	0.00	-100.0%
EMPLOYEE BENEFITS					
STRS		3101-3102	0.00	0.00	0.0%
PERS		3201-3202	0.00	0.00	0.0%
OASDI/Medicare/Alternative		3301-3302	27.58	0.00	-100.0%
Health and Welfare Benefits		3401-3402	0.00	0.00	0.0%
Unemployment Insurance		3501-3502	0.17	0.00	-100.0%
Workers' Compensation		3601-3602	9.12	0.00	-100.0%
OPEB, Allocated		3701-3702	0.00	0.00	0.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.0%
TOTAL, EMPLOYEE BENEFITS			36.87	0.00	-100.0%
BOOKS AND SUPPLIES					
Approved Textbooks and Core Curricula Materials		4100	0.00	0.00	0.0%
Books and Other Reference Materials		4200	0.00	0.00	0.0%
Materials and Supplies		4300	0.00	0.00	0.0%
Noncapitalized Equipment		4400	4,725.92	0.00	-100.0%
TOTAL, BOOKS AND SUPPLIES			4,725.92	0.00	-100.0%

Unaudited Actuals
Capital Facilities Fund
Expenditures by Object

Description	Resource Codes	Object Codes	2019-20 Unaudited Actuals	2020-21 Budget	Percent Difference
SERVICES AND OTHER OPERATING EXPENDITURES					
Subagreements for Services		5100	0.00	0.00	0.0%
Travel and Conferences		5200	0.00	0.00	0.0%
Insurance		5400-5450	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	0.00	0.00	0.0%
Transfers of Direct Costs		5710	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	24.00	0.00	-100.0%
Professional/Consulting Services and Operating Expenditures		5800	21,515.83	11,100.00	-48.4%
Communications		5900	0.00	0.00	0.0%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			21,539.83	11,100.00	-48.5%
CAPITAL OUTLAY					
Land		6100	2,000,000.00	0.00	-100.0%
Land Improvements		6170	0.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	1,841,426.00	16,773,444.00	810.9%
Books and Media for New School Libraries or Major Expansion of School Libraries		6300	0.00	0.00	0.0%
Equipment		6400	0.00	0.00	0.0%
Equipment Replacement		6500	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			3,841,426.00	16,773,444.00	336.6%
OTHER OUTGO (excluding Transfers of Indirect Costs)					
Other Transfers Out					
All Other Transfers Out to All Others		7299	0.00	0.00	0.0%
Debt Service					
Debt Service - Interest		7438	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			0.00	0.00	0.0%
TOTAL, EXPENDITURES			3,868,089.82	16,784,544.00	333.9%

Unaudited Actuals
Capital Facilities Fund
Expenditures by Object

Description	Resource Codes	Object Codes	2019-20 Unaudited Actuals	2020-21 Budget	Percent Difference
INTERFUND TRANSFERS					
INTERFUND TRANSFERS IN					
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.0%
INTERFUND TRANSFERS OUT					
To: State School Building Fund/ County School Facilities Fund		7613	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	2,050,813.01	2,441,735.00	19.1%
(b) TOTAL, INTERFUND TRANSFERS OUT			2,050,813.01	2,441,735.00	19.1%
OTHER SOURCES/USES					
SOURCES					
Proceeds					
Proceeds from Disposal of Capital Assets		8953	0.00	0.00	0.0%
Other Sources					
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.0%
Long-Term Debt Proceeds					
Proceeds from Certificates of Participation		8971	0.00	0.00	0.0%
Proceeds from Capital Leases		8972	0.00	0.00	0.0%
Proceeds from Lease Revenue Bonds		8973	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.0%
USES					
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.0%
CONTRIBUTIONS					
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			(2,050,813.01)	(2,441,735.00)	19.1%

Anaheim Union High
Orange County

Unaudited Actuals
Capital Facilities Fund
Expenditures by Function

EXHIBIT E-431 0000000
Form 25

Description	Function Codes	Object Codes	2019-20 Unaudited Actuals	2020-21 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	5,410,358.81	4,588,500.00	-15.2%
5) TOTAL, REVENUES			5,410,358.81	4,588,500.00	-15.2%
B. EXPENDITURES (Objects 1000-7999)					
1) Instruction	1000-1999		0.00	0.00	0.0%
2) Instruction - Related Services	2000-2999		0.00	0.00	0.0%
3) Pupil Services	3000-3999		0.00	0.00	0.0%
4) Ancillary Services	4000-4999		0.00	0.00	0.0%
5) Community Services	5000-5999		0.00	0.00	0.0%
6) Enterprise	6000-6999		0.00	0.00	0.0%
7) General Administration	7000-7999		21,515.83	11,100.00	-48.4%
8) Plant Services	8000-8999		3,846,573.99	16,773,444.00	336.1%
9) Other Outgo	9000-9999	Except 7600-7699	0.00	0.00	0.0%
10) TOTAL, EXPENDITURES			3,868,089.82	16,784,544.00	333.9%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B10)			1,542,268.99	(12,196,044.00)	-890.8%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	2,050,813.01	2,441,735.00	19.1%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			(2,050,813.01)	(2,441,735.00)	19.1%

Unaudited Actuals
Capital Facilities Fund
Expenditures by Function

EXHIBIT E
30 65431 0000000
Form 25

Anaheim Union High
Orange County

Description	Function Codes	Object Codes	2019-20 Unaudited Actuals	2020-21 Budget	Percent Difference
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			(508,544.02)	(14,637,779.00)	2778.4%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	18,982,775.15	18,474,231.13	-2.7%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			18,982,775.15	18,474,231.13	-2.7%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			18,982,775.15	18,474,231.13	-2.7%
2) Ending Balance, June 30 (E + F1e)					
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	18,474,231.13	3,836,452.13	-79.2%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments (by Resource/Object)		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments (by Resource/Object)		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

Anaheim Union High
Orange County

Unaudited Actuals
Capital Facilities Fund
Exhibit: Restricted Balance Detail

EXHIBIT E
30 66431 0000000
Form 25

Resource	Description	2019-20 Unaudited Actuals	2020-21 Budget
9010	Other Restricted Local	18,474,231.13	3,836,452.13
Total, Restricted Balance		18,474,231.13	3,836,452.13

Unaudited Actuals
 County School Facilities Fund
 Expenditures by Object

EXHIBIT E
 30 66431 0000000
 Form 35

Anaheim Union High
 Orange County

Description	Resource Codes	Object Codes	2019-20 Unaudited Actuals	2020-21 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	2,531,711.56	0.00	-100.0%
4) Other Local Revenue		8600-8799	19,557.89	27,500.00	40.6%
5) TOTAL, REVENUES			2,551,269.45	27,500.00	-98.9%
B. EXPENDITURES					
1) Certificated Salaries		1000-1999	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	0.00	0.00	0.0%
5) Services and Other Operating Expenditures		5000-5999	744.36	850.00	14.2%
6) Capital Outlay		6000-6999	3,834,041.56	48,534.00	-98.7%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			3,834,785.92	49,384.00	-98.7%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			(1,283,516.47)	(21,884.00)	-98.3%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%

Anaheim Union High
Orange County

Unaudited Actuals
County School Facilities Fund
Expenditures by Object

EXHIBIT E
30 66431 0000000
Form 35

Description	Resource Codes	Object Codes	2019-20 Unaudited Actuals	2020-21 Budget	Percent Difference
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			(1,283,516.47)	(21,884.00)	-98.3%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited					
		9791	1,310,459.60	26,943.13	-97.9%
b) Audit Adjustments					
		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)					
			1,310,459.60	26,943.13	-97.9%
d) Other Restatements					
		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)					
			1,310,459.60	26,943.13	-97.9%
2) Ending Balance, June 30 (E + F1e)					
			26,943.13	5,059.13	-81.2%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash					
		9711	0.00	0.00	0.0%
Stores					
		9712	0.00	0.00	0.0%
Prepaid Items					
		9713	0.00	0.00	0.0%
All Others					
		9719	0.00	0.00	0.0%
b) Restricted					
		9740	26,943.13	5,059.13	-81.2%
c) Committed					
Stabilization Arrangements					
		9750	0.00	0.00	0.0%
Other Commitments					
		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments					
		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties					
		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount					
		9790	0.00	0.00	0.0%

Anaheim Union High
Orange County

Unaudited Actuals
County School Facilities Fund
Expenditures by Object

EXHIBIT E
30 66431 0000000
Form 35

Description	Resource Codes	Object Codes	2019-20 Unaudited Actuals	2020-21 Budget	Percent Difference
G. ASSETS					
1) Cash					
a) in County Treasury		9110	133,095.05		
1) Fair Value Adjustment to Cash in County Treasury		9111	1,108.52		
b) in Banks		9120	0.00		
c) in Revolving Cash Account		9130	0.00		
d) with Fiscal Agent/Trustee		9135	0.00		
e) Collections Awaiting Deposit		9140	0.00		
2) Investments		9150	0.00		
3) Accounts Receivable		9200	613.16		
4) Due from Grantor Government		9290	0.00		
5) Due from Other Funds		9310	60,801.50		
6) Stores		9320	0.00		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
9) TOTAL, ASSETS			195,618.23		
H. DEFERRED OUTFLOWS OF RESOURCES					
1) Deferred Outflows of Resources		9490	0.00		
2) TOTAL, DEFERRED OUTFLOWS			0.00		
I. LIABILITIES					
1) Accounts Payable		9500	3,028.26		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	165,646.84		
4) Current Loans		9640	0.00		
5) Unearned Revenue		9650	0.00		
6) TOTAL, LIABILITIES			168,675.10		
J. DEFERRED INFLOWS OF RESOURCES					
1) Deferred Inflows of Resources		9690	0.00		
2) TOTAL, DEFERRED INFLOWS			0.00		
K. FUND EQUITY					
Ending Fund Balance, June 30 (must agree with line F2) (G9 + H2) - (I6 + J2)			26,943.13		

Anaheim Union High
Orange County

Unaudited Actuals
County School Facilities Fund
Expenditures by Object

EXHIBIT E
30 66431 0000000
Form 35

Description	Resource Codes	Object Codes	2019-20 Unaudited Actuals	2020-21 Budget	Percent Difference
FEDERAL REVENUE					
All Other Federal Revenue		8290	0.00	0.00	0.0%
TOTAL, FEDERAL REVENUE			0.00	0.00	0.0%
OTHER STATE REVENUE					
School Facilities Apportionments		8545	2,531,711.56	0.00	-100.0%
Pass-Through Revenues from State Sources		8587	0.00	0.00	0.0%
All Other State Revenue		8590	0.00	0.00	0.0%
TOTAL, OTHER STATE REVENUE			2,531,711.56	0.00	-100.0%
OTHER LOCAL REVENUE					
Sales					
Sale of Equipment/Supplies		8631	0.00	0.00	0.0%
Leases and Rentals		8650	0.00	0.00	0.0%
Interest		8680	25,508.67	27,500.00	7.8%
Net Increase (Decrease) in the Fair Value of Investments		8662	(5,950.78)	0.00	-100.0%
Other Local Revenue					
All Other Local Revenue		8699	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			19,557.89	27,500.00	40.6%
TOTAL, REVENUES			2,551,269.45	27,500.00	-98.9%

Unaudited Actuals
 County School Facilities Fund
 Expenditures by Object

EXHIBIT E
 30 66431 0000000
 Form 35

Anaheim Union High
 Orange County

Description	Resource Codes	Object Codes	2019-20 Unaudited Actuals	2020-21 Budget	Percent Difference
CLASSIFIED SALARIES					
Classified Support Salaries		2200	0.00	0.00	0.0%
Classified Supervisors' and Administrators' Salaries		2300	0.00	0.00	0.0%
Clerical, Technical and Office Salaries		2400	0.00	0.00	0.0%
Other Classified Salaries		2900	0.00	0.00	0.0%
TOTAL, CLASSIFIED SALARIES			0.00	0.00	0.0%
EMPLOYEE BENEFITS					
STRS		3101-3102	0.00	0.00	0.0%
PERS		3201-3202	0.00	0.00	0.0%
OASDI/Medicare/Alternative		3301-3302	0.00	0.00	0.0%
Health and Welfare Benefits		3401-3402	0.00	0.00	0.0%
Unemployment Insurance		3501-3502	0.00	0.00	0.0%
Workers' Compensation		3601-3602	0.00	0.00	0.0%
OPEB, Allocated		3701-3702	0.00	0.00	0.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.0%
TOTAL, EMPLOYEE BENEFITS			0.00	0.00	0.0%
BOOKS AND SUPPLIES					
Books and Other Reference Materials		4200	0.00	0.00	0.0%
Materials and Supplies		4300	0.00	0.00	0.0%
Noncapitalized Equipment		4400	0.00	0.00	0.0%
TOTAL, BOOKS AND SUPPLIES			0.00	0.00	0.0%

Unaudited Actuals
County School Facilities Fund
Expenditures by Object

EXHIBIT 5
30 6431 0000000
Form 35

Anaheim Union High
Orange County

Description	Resource Codes	Object Codes	2019-20 Unaudited Actuals	2020-21 Budget	Percent Difference
SERVICES AND OTHER OPERATING EXPENDITURES					
Subagreements for Services		5100	0.00	0.00	0.0%
Travel and Conferences		5200	0.00	0.00	0.0%
Insurance		5400-5450	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	0.00	0.00	0.0%
Transfers of Direct Costs		5710	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	0.00	0.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	744.36	850.00	14.2%
Communications		5900	0.00	0.00	0.0%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			744.36	850.00	14.2%
CAPITAL OUTLAY					
Land		6100	0.00	0.00	0.0%
Land Improvements		6170	0.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	3,559,281.06	48,534.00	-98.6%
Books and Media for New School Libraries or Major Expansion of School Libraries		6300	0.00	0.00	0.0%
Equipment		6400	274,760.50	0.00	-100.0%
Equipment Replacement		6500	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			3,834,041.56	48,534.00	-98.7%
OTHER OUTGO (excluding Transfers of Indirect Costs)					
Other Transfers Out					
Transfers of Pass-Through Revenues To Districts or Charter Schools		7211	0.00	0.00	0.0%
To County Offices		7212	0.00	0.00	0.0%
To JPAs		7213	0.00	0.00	0.0%
All Other Transfers Out to All Others		7299	0.00	0.00	0.0%
Debt Service					
Debt Service - Interest		7438	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			0.00	0.00	0.0%
TOTAL, EXPENDITURES			3,834,785.92	49,384.00	-98.7%

Anaheim Union High
Orange County

Unaudited Actuals
County School Facilities Fund
Expenditures by Object

EXHIBIT E
30 66431 0000000
Form 35

Description	Resource Codes	Object Codes	2019-20 Unaudited Actuals	2020-21 Budget	Percent Difference
INTERFUND TRANSFERS					
INTERFUND TRANSFERS IN					
To: State School Building Fund/ County School Facilities Fund From: All Other Funds		8913	0.00	0.00	0.0%
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.0%
INTERFUND TRANSFERS OUT					
To: State School Building Fund/ County School Facilities Fund		7613	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.0%

Unaudited Actuals
County School Facilities Fund
Expenditures by Object

Description	Resource Codes	Object Codes	2019-20 Unaudited Actuals	2020-21 Budget	Percent Difference
OTHER SOURCES/USES					
SOURCES					
Proceeds					
Proceeds from Disposal of Capital Assets		8953	0.00	0.00	0.0%
Other Sources					
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.0%
Long-Term Debt Proceeds					
Proceeds from Certificates of Participation		8971	0.00	0.00	0.0%
Proceeds from Capital Leases		8972	0.00	0.00	0.0%
Proceeds from Lease Revenue Bonds		8973	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.0%
USES					
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.0%
CONTRIBUTIONS					
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			0.00	0.00	0.0%

Unaudited Actuals
County School Facilities Fund
Expenditures by Function

Description	Function Codes	Object Codes	2019-20 Unaudited Actuals	2020-21 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	2,531,711.56	0.00	-100.0%
4) Other Local Revenue		8600-8799	19,557.89	27,500.00	40.6%
5) TOTAL, REVENUES			2,551,269.45	27,500.00	-98.9%
B. EXPENDITURES (Objects 1000-7999)					
1) Instruction	1000-1999		0.00	0.00	0.0%
2) Instruction - Related Services	2000-2999		0.00	0.00	0.0%
3) Pupil Services	3000-3999		0.00	0.00	0.0%
4) Ancillary Services	4000-4999		0.00	0.00	0.0%
5) Community Services	5000-5999		0.00	0.00	0.0%
6) Enterprise	6000-6999		0.00	0.00	0.0%
7) General Administration	7000-7999		0.00	0.00	0.0%
8) Plant Services	8000-8999		3,834,785.92	49,384.00	-98.7%
9) Other Outgo	9000-9999	Except 7600-7699	0.00	0.00	0.0%
10) TOTAL, EXPENDITURES			3,834,785.92	49,384.00	-98.7%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B10)			(1,283,516.47)	(21,884.00)	-98.3%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%

Unaudited Actuals
County School Facilities Fund
Expenditures by Function

Description	Function Codes	Object Codes	2019-20 Unaudited Actuals	2020-21 Budget	Percent Difference
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			(1,283,516.47)	(21,884.00)	-98.3%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	1,310,459.60	26,943.13	-97.9%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			1,310,459.60	26,943.13	-97.9%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			1,310,459.60	26,943.13	-97.9%
2) Ending Balance, June 30 (E + F1e)			26,943.13	5,059.13	-81.2%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted			26,943.13	5,059.13	-81.2%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments (by Resource/Object)		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments (by Resource/Object)		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

Resource	Description	2019-20 Unaudited Actuals	2020-21 Budget
7710	State School Facilities Projects	26,943.13	5,059.13
Total, Restricted Balance		26,943.13	5,059.13

Unaudited Actuals
Special Reserve Fund for Capital Outlay Projects
Expenditures by Object

Description	Resource Codes	Object Codes	2019-20 Unaudited Actuals	2020-21 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	404,144.50	400,000.00	-1.0%
5) TOTAL, REVENUES			404,144.50	400,000.00	-1.0%
B. EXPENDITURES					
1) Certificated Salaries		1000-1999	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	1,328.38	0.00	-100.0%
3) Employee Benefits		3000-3999	135.55	0.00	-100.0%
4) Books and Supplies		4000-4999	0.00	0.00	0.0%
5) Services and Other Operating Expenditures		5000-5999	75,501.19	0.00	-100.0%
6) Capital Outlay		6000-6999	6,542,677.20	15,815,825.00	141.7%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	1,940,656.28	2,039,281.00	5.1%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			8,560,298.60	17,855,106.00	108.6%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			(8,156,154.10)	(17,455,106.00)	114.0%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	2,231,188.48	2,441,735.00	9.4%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			2,231,188.48	2,441,735.00	9.4%

Unaudited Actuals
Special Reserve Fund for Capital Outlay Projects
Expenditures by Object

Description	Resource Codes	Object Codes	2019-20 Unaudited Actuals	2020-21 Budget	Percent Difference
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			(5,924,965.62)	(15,013,371.00)	153.4%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	21,357,310.89	15,432,345.27	-27.7%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			21,357,310.89	15,432,345.27	-27.7%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			21,357,310.89	15,432,345.27	-27.7%
2) Ending Balance, June 30 (E + F1e)					
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted					
		9740	0.00	0.00	0.0%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments		9780	15,432,345.27	418,974.27	-97.3%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

Unaudited Actuals
Special Reserve Fund for Capital Outlay Projects
Expenditures by Object

Description	Resource Codes	Object Codes	2019-20 Unaudited Actuals	2020-21 Budget	Percent Difference
G. ASSETS					
1) Cash					
a) in County Treasury		9110	15,581,636.62		
1) Fair Value Adjustment to Cash in County Treasury		9111	136,122.63		
b) in Banks		9120	0.00		
c) in Revolving Cash Account		9130	0.00		
d) with Fiscal Agent/Trustee		9135	233,714.89		
e) Collections Awaiting Deposit		9140	0.00		
2) Investments		9150	0.00		
3) Accounts Receivable		9200	17,399.57		
4) Due from Grantor Government		9290	0.00		
5) Due from Other Funds		9310	165,646.84		
6) Stores		9320	0.00		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
9) TOTAL, ASSETS			16,134,520.55		
H. DEFERRED OUTFLOWS OF RESOURCES					
1) Deferred Outflows of Resources		9490	0.00		
2) TOTAL, DEFERRED OUTFLOWS			0.00		
I. LIABILITIES					
1) Accounts Payable		9500	702,175.28		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	0.00		
4) Current Loans		9640	0.00		
5) Unearned Revenue		9650	0.00		
6) TOTAL, LIABILITIES			702,175.28		
J. DEFERRED INFLOWS OF RESOURCES					
1) Deferred Inflows of Resources		9690	0.00		
2) TOTAL, DEFERRED INFLOWS			0.00		
K. FUND EQUITY					
Ending Fund Balance, June 30 (must agree with line F2) (G9 + H2) - (I6 + J2)			15,432,345.27		

Anaheim Union High
Orange County

Unaudited Actuals
Special Reserve Fund for Capital Outlay Projects
Expenditures by Object

EXHIBIT 06431 0000000
Form 40

Description	Resource Codes	Object Codes	2019-20 Unaudited Actuals	2020-21 Budget	Percent Difference
FEDERAL REVENUE					
FEMA		8281	0.00	0.00	0.0%
All Other Federal Revenue		8290	0.00	0.00	0.0%
TOTAL, FEDERAL REVENUE			0.00	0.00	0.0%
OTHER STATE REVENUE					
Pass-Through Revenues from State Sources		8587	0.00	0.00	0.0%
California Clean Energy Jobs Act	6230	8590	0.00	0.00	0.0%
All Other State Revenue	All Other	8590	0.00	0.00	0.0%
TOTAL, OTHER STATE REVENUE			0.00	0.00	0.0%
OTHER LOCAL REVENUE					
Other Local Revenue					
Community Redevelopment Funds Not Subject to LCFF Deduction		8625	0.00	0.00	0.0%
Sales					
Sale of Equipment/Supplies		8631	0.00	0.00	0.0%
Leases and Rentals		8650	1.00	0.00	-100.0%
Interest		8660	388,301.56	400,000.00	3.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	3,591.94	0.00	-100.0%
Other Local Revenue					
All Other Local Revenue		8699	12,250.00	0.00	-100.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			404,144.50	400,000.00	-1.0%
TOTAL, REVENUES			404,144.50	400,000.00	-1.0%

Anaheim Union High
Orange County

Unaudited Actuals
Special Reserve Fund for Capital Outlay Projects
Expenditures by Object

EXHIBIT E
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Form 40

Description	Resource Codes	Object Codes	2019-20 Unaudited Actuals	2020-21 Budget	Percent Difference
CLASSIFIED SALARIES					
Classified Support Salaries		2200	1,328.38	0.00	-100.0%
Classified Supervisors' and Administrators' Salaries		2300	0.00	0.00	0.0%
Clerical, Technical and Office Salaries		2400	0.00	0.00	0.0%
Other Classified Salaries		2900	0.00	0.00	0.0%
TOTAL, CLASSIFIED SALARIES			1,328.38	0.00	-100.0%
EMPLOYEE BENEFITS					
STRS		3101-3102	0.00	0.00	0.0%
PERS		3201-3202	0.00	0.00	0.0%
OASDI/Medicare/Alternative		3301-3302	101.25	0.00	-100.0%
Health and Welfare Benefits		3401-3402	0.00	0.00	0.0%
Unemployment Insurance		3501-3502	0.66	0.00	-100.0%
Workers' Compensation		3601-3602	33.64	0.00	-100.0%
OPEB, Allocated		3701-3702	0.00	0.00	0.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.0%
TOTAL, EMPLOYEE BENEFITS			135.55	0.00	-100.0%
BOOKS AND SUPPLIES					
Books and Other Reference Materials		4200	0.00	0.00	0.0%
Materials and Supplies		4300	0.00	0.00	0.0%
Noncapitalized Equipment		4400	0.00	0.00	0.0%
TOTAL, BOOKS AND SUPPLIES			0.00	0.00	0.0%

Anaheim Union High
Orange County

Unaudited Actuals
Special Reserve Fund for Capital Outlay Projects
Expenditures by Object

EXHIBIT 06431 0000000
Form 40

Description	Resource Codes	Object Codes	2019-20 Unaudited Actuals	2020-21 Budget	Percent Difference
SERVICES AND OTHER OPERATING EXPENDITURES					
Subagreements for Services		5100	0.00	0.00	0.0%
Travel and Conferences		5200	0.00	0.00	0.0%
Insurance		5400-5450	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	65,510.00	0.00	-100.0%
Transfers of Direct Costs		5710	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	0.00	0.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	9,991.19	0.00	-100.0%
Communications		5900	0.00	0.00	0.0%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			75,501.19	0.00	-100.0%
CAPITAL OUTLAY					
Land		6100	4,854,495.19	9,565,825.00	97.1%
Land Improvements		6170	0.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	1,688,182.01	6,250,000.00	270.2%
Books and Media for New School Libraries or Major Expansion of School Libraries		6300	0.00	0.00	0.0%
Equipment		6400	0.00	0.00	0.0%
Equipment Replacement		6500	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			6,542,677.20	15,815,825.00	141.7%
OTHER OUTGO (excluding Transfers of Indirect Costs)					
Other Transfers Out					
Transfers of Pass-Through Revenues To Districts or Charter Schools		7211	0.00	0.00	0.0%
To County Offices		7212	0.00	0.00	0.0%
To JPAs		7213	0.00	0.00	0.0%
All Other Transfers Out to All Others		7299	0.00	0.00	0.0%
Debt Service					
Debt Service - Interest		7438	1,280,656.28	1,244,281.00	-2.8%
Other Debt Service - Principal		7439	660,000.00	795,000.00	20.5%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			1,940,656.28	2,039,281.00	5.1%
TOTAL, EXPENDITURES			8,560,298.60	17,855,106.00	108.6%

Anaheim Union High
Orange County

Unaudited Actuals
Special Reserve Fund for Capital Outlay Projects
Expenditures by Object

EXHIBIT 6431 0000000
Form 40

Description	Resource Codes	Object Codes	2019-20 Unaudited Actuals	2020-21 Budget	Percent Difference
INTERFUND TRANSFERS					
INTERFUND TRANSFERS IN					
From: General Fund/CSSF		8912	0.00	0.00	0.0%
Other Authorized Interfund Transfers In		8919	2,231,188.48	2,441,735.00	9.4%
(a) TOTAL, INTERFUND TRANSFERS IN			2,231,188.48	2,441,735.00	9.4%
INTERFUND TRANSFERS OUT					
To: General Fund/CSSF		7612	0.00	0.00	0.0%
To: State School Building Fund/ County School Facilities Fund		7613	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.0%

Unaudited Actuals
Special Reserve Fund for Capital Outlay Projects
Expenditures by Object

Description	Resource Codes	Object Codes	2019-20 Unaudited Actuals	2020-21 Budget	Percent Difference
OTHER SOURCES/USES					
SOURCES					
Proceeds					
Proceeds from Disposal of Capital Assets		8953	0.00	0.00	0.0%
Other Sources					
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.0%
Long-Term Debt Proceeds					
Proceeds from Certificates of Participation		8971	0.00	0.00	0.0%
Proceeds from Capital Leases		8972	0.00	0.00	0.0%
Proceeds from Lease Revenue Bonds		8973	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.0%
USES					
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.0%
CONTRIBUTIONS					
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			2,231,188.48	2,441,735.00	9.4%

Anaheim Union High
Orange County

Unaudited Actuals
Special Reserve Fund for Capital Outlay Projects
Expenditures by Function

EXHIBIT E-431 0000000
Form 40

Description	Function Codes	Object Codes	2019-20 Unaudited Actuals	2020-21 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	404,144.50	400,000.00	-1.0%
5) TOTAL, REVENUES			404,144.50	400,000.00	-1.0%
B. EXPENDITURES (Objects 1000-7999)					
1) Instruction	1000-1999		0.00	0.00	0.0%
2) Instruction - Related Services	2000-2999		0.00	0.00	0.0%
3) Pupil Services	3000-3999		0.00	0.00	0.0%
4) Ancillary Services	4000-4999		0.00	0.00	0.0%
5) Community Services	5000-5999		0.00	0.00	0.0%
6) Enterprise	6000-6999		0.00	0.00	0.0%
7) General Administration	7000-7999		0.00	0.00	0.0%
8) Plant Services	8000-8999		6,621,156.80	15,815,825.00	138.9%
9) Other Outgo	9000-9999	Except 7600-7699	1,939,141.80	2,039,281.00	5.2%
10) TOTAL, EXPENDITURES			8,560,298.60	17,855,106.00	108.6%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B10)			(8,156,154.10)	(17,455,106.00)	114.0%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	2,231,188.48	2,441,735.00	9.4%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			2,231,188.48	2,441,735.00	9.4%

Anaheim Union High
Orange County

Unaudited Actuals
Special Reserve Fund for Capital Outlay Projects
Expenditures by Function

EXHIBIT E
006431 0000000
Form 40

Description	Function Codes	Object Codes	2019-20 Unaudited Actuals	2020-21 Budget	Percent Difference
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			(5,924,965.62)	(15,013,371.00)	153.4%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	21,357,310.89	15,432,345.27	-27.7%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			21,357,310.89	15,432,345.27	-27.7%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			21,357,310.89	15,432,345.27	-27.7%
2) Ending Balance, June 30 (E + F1e)			15,432,345.27	418,974.27	-97.3%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted					
		9740	0.00	0.00	0.0%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments (by Resource/Object)		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments (by Resource/Object)		9780	15,432,345.27	418,974.27	-97.3%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

Anaheim Union High
Orange County

Unaudited Actuals
Special Reserve Fund for Capital Outlay Projects
Exhibit: Restricted Balance Detail

30 66431 0000000
EXHIBIT E Form 40

<u>Resource</u>	<u>Description</u>	<u>2019-20 Unaudited Actuals</u>	<u>2020-21 Budget</u>
Total, Restricted Balance		0.00	0.00

Unaudited Actuals
Bond Interest and Redemption Fund
Expenditures by Object

Description	Resource Codes	Object Codes	2019-20 Unaudited Actuals	2020-21 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	101,797.00	0.00	-100.0%
4) Other Local Revenue		8600-8799	19,615,436.00	19,466,984.00	-0.8%
5) TOTAL, REVENUES			19,717,233.00	19,466,984.00	-1.3%
B. EXPENDITURES					
1) Certificated Salaries		1000-1999	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	0.00	0.00	0.0%
5) Services and Other Operating Expenditures		5000-5999	0.00	0.00	0.0%
6) Capital Outlay		6000-6999	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	21,373,588.00	28,777,778.00	34.6%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			21,373,588.00	28,777,778.00	34.6%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			(1,656,355.00)	(9,310,794.00)	462.1%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	160,095.00	109,000.00	-31.9%
b) Transfers Out		7600-7629	160,095.00	109,000.00	-31.9%
2) Other Sources/Uses					
a) Sources		8930-8979	6,783,895.00	0.00	-100.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			6,783,895.00	0.00	-100.0%

Unaudited Actuals
Bond Interest and Redemption Fund
Expenditures by Object

Description	Resource Codes	Object Codes	2019-20 Unaudited Actuals	2020-21 Budget	Percent Difference
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			5,127,540.00	(9,310,794.00)	-281.6%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	19,218,674.00	24,406,552.00	27.0%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			19,218,674.00	24,406,552.00	27.0%
d) Other Restatements		9795	60,338.00	0.00	-100.0%
e) Adjusted Beginning Balance (F1c + F1d)			19,279,012.00	24,406,552.00	26.6%
2) Ending Balance, June 30 (E + F1e)			24,406,552.00	15,095,758.00	-38.1%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	24,406,552.00	15,095,758.00	-38.1%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

Unaudited Actuals
Bond Interest and Redemption Fund
Expenditures by Object

Description	Resource Codes	Object Codes	2019-20 Unaudited Actuals	2020-21 Budget	Percent Difference
G. ASSETS					
1) Cash					
a) in County Treasury		9110	24,356,603.00		
1) Fair Value Adjustment to Cash in County Treasury		9111	0.00		
b) in Banks		9120	0.00		
c) in Revolving Cash Account		9130	0.00		
d) with Fiscal Agent/Trustee		9135	0.00		
e) Collections Awaiting Deposit		9140	0.00		
2) Investments		9150	0.00		
3) Accounts Receivable		9200	49,949.00		
4) Due from Grantor Government		9290	0.00		
5) Due from Other Funds		9310	0.00		
6) Stores		9320	0.00		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
9) TOTAL, ASSETS			24,406,552.00		
H. DEFERRED OUTFLOWS OF RESOURCES					
1) Deferred Outflows of Resources		9490	0.00		
2) TOTAL, DEFERRED OUTFLOWS			0.00		
I. LIABILITIES					
1) Accounts Payable		9500	0.00		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	0.00		
4) Current Loans		9640	0.00		
5) Unearned Revenue		9650	0.00		
6) TOTAL, LIABILITIES			0.00		
J. DEFERRED INFLOWS OF RESOURCES					
1) Deferred Inflows of Resources		9690	0.00		
2) TOTAL, DEFERRED INFLOWS			0.00		
K. FUND EQUITY					
Ending Fund Balance, June 30 (must agree with line F2) (G9 + H2) - (I6 + J2)			24,406,552.00		

Anaheim Union High
Orange County

Unaudited Actuals
Bond Interest and Redemption Fund
Expenditures by Object

EXHIBIT 30 65431 0000000
Form 51

Description	Resource Codes	Object Codes	2019-20 Unaudited Actuals	2020-21 Budget	Percent Difference
FEDERAL REVENUE					
All Other Federal Revenue		8290	0.00	0.00	0.0%
TOTAL, FEDERAL REVENUE			0.00	0.00	0.0%
OTHER STATE REVENUE					
Tax Relief Subventions Voted Indebtedness Levies					
Homeowners' Exemptions		8571	101,797.00	0.00	-100.0%
Other Subventions/In-Lieu Taxes		8572	0.00	0.00	0.0%
TOTAL, OTHER STATE REVENUE			101,797.00	0.00	-100.0%
OTHER LOCAL REVENUE					
Other Local Revenue County and District Taxes Voted Indebtedness Levies					
Secured Roll		8611	18,251,333.00	18,767,144.00	2.8%
Unsecured Roll		8612	685,756.00	0.00	-100.0%
Prior Years' Taxes		8613	122,672.00	300,206.00	144.7%
Supplemental Taxes		8614	320,343.00	98,730.00	-69.2%
Penalties and Interest from Delinquent Non-LCFF Taxes		8629	0.00	0.00	0.0%
Interest		8660	235,332.00	300,904.00	27.9%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.0%
Other Local Revenue					
All Other Local Revenue		8699	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			19,615,436.00	19,466,984.00	-0.8%
TOTAL, REVENUES			19,717,233.00	19,466,984.00	-1.3%

Anaheim Union High
Orange County

Unaudited Actuals
Bond Interest and Redemption Fund
Expenditures by Object

EXHIBIT 30 66431 0000000
Form 51

Description	Resource Codes	Object Codes	2019-20 Unaudited Actuals	2020-21 Budget	Percent Difference
OTHER OUTGO (excluding Transfers of Indirect Costs)					
Debt Service					
Bond Redemptions		7433	13,635,000.00	17,415,000.00	27.7%
Bond Interest and Other Service Charges		7434	7,738,588.00	11,362,778.00	46.8%
Debt Service - Interest		7438	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			21,373,588.00	28,777,778.00	34.6%
TOTAL, EXPENDITURES			21,373,588.00	28,777,778.00	34.6%

Anaheim Union High
Orange County

Unaudited Actuals
Bond Interest and Redemption Fund
Expenditures by Object

EXHIBIT 6431 0000000
Form 51

Description	Resource Codes	Object Codes	2019-20 Unaudited Actuals	2020-21 Budget	Percent Difference
INTERFUND TRANSFERS					
INTERFUND TRANSFERS IN					
Other Authorized Interfund Transfers In		8919	160,095.00	109,000.00	-31.9%
(a) TOTAL, INTERFUND TRANSFERS IN			160,095.00	109,000.00	-31.9%
INTERFUND TRANSFERS OUT					
To: General Fund		7614	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	160,095.00	109,000.00	-31.9%
(b) TOTAL, INTERFUND TRANSFERS OUT			160,095.00	109,000.00	-31.9%
OTHER SOURCES/USES					
SOURCES					
Other Sources					
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.0%
All Other Financing Sources		8979	6,783,895.00	0.00	-100.0%
(c) TOTAL, SOURCES			6,783,895.00	0.00	-100.0%
USES					
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.0%
CONTRIBUTIONS					
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			6,783,895.00	0.00	-100.0%

Unaudited Actuals
Bond Interest and Redemption Fund
Expenditures by Function

Description	Function Codes	Object Codes	2019-20 Unaudited Actuals	2020-21 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	101,797.00	0.00	-100.0%
4) Other Local Revenue		8600-8799	19,615,436.00	19,466,984.00	-0.8%
5) TOTAL, REVENUES			19,717,233.00	19,466,984.00	-1.3%
B. EXPENDITURES (Objects 1000-7999)					
1) Instruction	1000-1999		0.00	0.00	0.0%
2) Instruction - Related Services	2000-2999		0.00	0.00	0.0%
3) Pupil Services	3000-3999		0.00	0.00	0.0%
4) Ancillary Services	4000-4999		0.00	0.00	0.0%
5) Community Services	5000-5999		0.00	0.00	0.0%
6) Enterprise	6000-6999		0.00	0.00	0.0%
7) General Administration	7000-7999		0.00	0.00	0.0%
8) Plant Services	8000-8999		0.00	0.00	0.0%
9) Other Outgo	9000-9999	Except 7600-7699	21,373,588.00	28,777,778.00	34.6%
10) TOTAL, EXPENDITURES			21,373,588.00	28,777,778.00	34.6%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B10)			(1,656,355.00)	(9,310,794.00)	462.1%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	160,095.00	109,000.00	-31.9%
b) Transfers Out		7600-7629	160,095.00	109,000.00	-31.9%
2) Other Sources/Uses					
a) Sources		8930-8979	6,783,895.00	0.00	-100.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			6,783,895.00	0.00	-100.0%

Unaudited Actuals
Bond Interest and Redemption Fund
Expenditures by Function

Description	Function Codes	Object Codes	2019-20 Unaudited Actuals	2020-21 Budget	Percent Difference
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			5,127,540.00	(9,310,794.00)	-281.6%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	19,218,674.00	24,406,552.00	27.0%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			19,218,674.00	24,406,552.00	27.0%
d) Other Restatements		9795	60,338.00	0.00	-100.0%
e) Adjusted Beginning Balance (F1c + F1d)			19,279,012.00	24,406,552.00	26.6%
2) Ending Balance, June 30 (E + F1e)			24,406,552.00	15,095,758.00	-38.1%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted			24,406,552.00	15,095,758.00	-38.1%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments (by Resource/Object)		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments (by Resource/Object)		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

Anaheim Union High
Orange County

Unaudited Actuals
Bond Interest and Redemption Fund
Exhibit: Restricted Balance Detail

30.66431 0000000
EXHIBIT E Form 51

Resource	Description	2019-20 Unaudited Actuals	2020-21 Budget
9010	Other Restricted Local	24,406,552.00	15,095,758.00
Total, Restricted Balance		24,406,552.00	15,095,758.00

Description	Resource Codes	Object Codes	2019-20 Unaudited Actuals	2020-21 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	57,771,884.48	54,975,803.00	-4.8%
5) TOTAL, REVENUES			57,771,884.48	54,975,803.00	-4.8%
B. EXPENSES					
1) Certificated Salaries		1000-1999	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	0.00	0.00	0.0%
5) Services and Other Operating Expenses		5000-5999	51,083,653.31	55,069,823.00	7.8%
6) Depreciation		6000-6999	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.0%
9) TOTAL, EXPENSES			51,083,653.31	55,069,823.00	7.8%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENSES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			6,688,231.17	(94,020.00)	-101.4%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2019-20 Unaudited Actuals	2020-21 Budget	Percent Difference
E. NET INCREASE (DECREASE) IN NET POSITION (C + D4)			6,888,231.17	(94,020.00)	-101.4%
F. NET POSITION					
1) Beginning Net Position					
a) As of July 1 - Unaudited		9791	23,092,232.53	29,780,463.70	29.0%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			23,092,232.53	29,780,463.70	29.0%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Net Position (F1c + F1d)			23,092,232.53	29,780,463.70	29.0%
2) Ending Net Position, June 30 (E + F1e)					
Components of Ending Net Position					
a) Net Investment in Capital Assets		9796	0.00	0.00	0.0%
b) Restricted Net Position		9797	0.00	0.00	0.0%
c) Unrestricted Net Position		9790	29,780,463.70	29,686,443.70	-0.3%

Description	Resource Codes	Object Codes	2019-20 Unaudited Actuals	2020-21 Budget	Percent Difference
G. ASSETS					
1) Cash					
a) in County Treasury		9110	33,698,430.43		
1) Fair Value Adjustment to Cash in County Treasury		9111	280,841.99		
b) in Banks		9120	0.00		
c) in Revolving Cash Account		9130	0.00		
d) with Fiscal Agent/Trustee		9135	3,200,000.00		
e) Collections Awaiting Deposit		9140	0.00		
2) Investments		9150	0.00		
3) Accounts Receivable		9200	45,468.19		
4) Due from Grantor Government		9290	0.00		
5) Due from Other Funds		9310	0.00		
6) Stores		9320	0.00		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
9) Fixed Assets					
a) Land		9410	0.00		
b) Land Improvements		9420	0.00		
c) Accumulated Depreciation - Land Improvements		9425	0.00		
d) Buildings		9430	0.00		
e) Accumulated Depreciation - Buildings		9435	0.00		
f) Equipment		9440	0.00		
g) Accumulated Depreciation - Equipment		9445	0.00		
h) Work In Progress		9450	0.00		
10) TOTAL, ASSETS			37,224,740.61		
H. DEFERRED OUTFLOWS OF RESOURCES					
1) Deferred Outflows of Resources		9490	0.00		
2) TOTAL, DEFERRED OUTFLOWS			0.00		

Description	Resource Codes	Object Codes	2019-20 Unaudited Actuals	2020-21 Budget	Percent Difference
I. LIABILITIES					
1) Accounts Payable		9500	7,444,276.91		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	0.00		
4) Current Loans		9640			
5) Unearned Revenue		9650	0.00		
6) Long-Term Liabilities					
a) Net Pension Liability		9663	0.00		
b) Total/Net OPEB Liability		9664	0.00		
c) Compensated Absences		9665	0.00		
d) COPs Payable		9666	0.00		
e) Capital Leases Payable		9667	0.00		
f) Lease Revenue Bonds Payable		9668	0.00		
g) Other General Long-Term Liabilities		9669	0.00		
7) TOTAL, LIABILITIES			7,444,276.91		
J. DEFERRED INFLOWS OF RESOURCES					
1) Deferred Inflows of Resources		9690	0.00		
2) TOTAL, DEFERRED INFLOWS			0.00		
K. NET POSITION					
Net Position, June 30 (must agree with line F2) (G10 + H2) - (I7 + J2)			29,780,463.70		

Description	Resource Codes	Object Codes	2019-20 Unaudited Actuals	2020-21 Budget	Percent Difference
OTHER STATE REVENUE					
STRS On-Behalf Pension Contributions	7690	8590	0.00	0.00	0.0%
All Other State Revenue	All Other	8590	0.00	0.00	0.0%
TOTAL, OTHER STATE REVENUE			0.00	0.00	0.0%
OTHER LOCAL REVENUE					
Other Local Revenue					
Sales					
Sale of Equipment/Supplies		8631	0.00	0.00	0.0%
Interest		8660	587,727.34	482,000.00	-18.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	129,233.13	0.00	-100.0%
Fees and Contracts					
In-District Premiums/ Contributions		8674	52,772,587.00	53,114,830.00	0.6%
All Other Fees and Contracts		8689	0.00	0.00	0.0%
Other Local Revenue					
All Other Local Revenue		8699	4,282,337.01	1,378,973.00	-67.8%
All Other Transfers In from All Others		8799	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			57,771,884.48	54,975,803.00	-4.8%
TOTAL, REVENUES			57,771,884.48	54,975,803.00	-4.8%

Description	Resource Codes	Object Codes	2019-20 Unaudited Actuals	2020-21 Budget	Percent Difference
CERTIFICATED SALARIES					
Certificated Pupil Support Salaries		1200	0.00	0.00	0.0%
Certificated Supervisors' and Administrators' Salaries		1300	0.00	0.00	0.0%
TOTAL, CERTIFICATED SALARIES			0.00	0.00	0.0%
CLASSIFIED SALARIES					
Classified Support Salaries		2200	0.00	0.00	0.0%
Classified Supervisors' and Administrators' Salaries		2300	0.00	0.00	0.0%
Clerical, Technical and Office Salaries		2400	0.00	0.00	0.0%
Other Classified Salaries		2900	0.00	0.00	0.0%
TOTAL, CLASSIFIED SALARIES			0.00	0.00	0.0%
EMPLOYEE BENEFITS					
STRS		3101-3102	0.00	0.00	0.0%
PERS		3201-3202	0.00	0.00	0.0%
OASDI/Medicare/Alternative		3301-3302	0.00	0.00	0.0%
Health and Welfare Benefits		3401-3402	0.00	0.00	0.0%
Unemployment Insurance		3501-3502	0.00	0.00	0.0%
Workers' Compensation		3601-3602	0.00	0.00	0.0%
OPEB, Allocated		3701-3702	0.00	0.00	0.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.0%
TOTAL, EMPLOYEE BENEFITS			0.00	0.00	0.0%
BOOKS AND SUPPLIES					
Books and Other Reference Materials		4200	0.00	0.00	0.0%
Materials and Supplies		4300	0.00	0.00	0.0%
Noncapitalized Equipment		4400	0.00	0.00	0.0%
TOTAL, BOOKS AND SUPPLIES			0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2019-20 Unaudited Actuals	2020-21 Budget	Percent Difference
SERVICES AND OTHER OPERATING EXPENSES					
Subagreements for Services		5100	0.00	0.00	0.0%
Travel and Conferences		5200	0.00	0.00	0.0%
Dues and Memberships		5300	0.00	0.00	0.0%
Insurance		5400-5450	2,582,791.87	1,572,763.00	-39.1%
Operations and Housekeeping Services		5500	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	0.00	0.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	48,500,861.44	53,497,060.00	10.3%
Communications		5900	0.00	0.00	0.0%
TOTAL, SERVICES AND OTHER OPERATING EXPENSES			51,083,653.31	55,069,823.00	7.8%
DEPRECIATION					
Depreciation Expense		6900	0.00	0.00	0.0%
TOTAL, DEPRECIATION			0.00	0.00	0.0%
TOTAL, EXPENSES			51,083,653.31	55,069,823.00	7.8%

Description	Resource Codes	Object Codes	2019-20 Unaudited Actuals	2020-21 Budget	Percent Difference
INTERFUND TRANSFERS					
INTERFUND TRANSFERS IN					
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.0%
INTERFUND TRANSFERS OUT					
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.0%
OTHER SOURCES/USES					
SOURCES					
Other Sources					
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.0%
USES					
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.0%
CONTRIBUTIONS					
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)					
			0.00	0.00	0.0%

Unaudited Actuals
Self-Insurance Fund
Expenses by Function

Description	Function Codes	Object Codes	2019-20 Unaudited Actuals	2020-21 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	57,771,884.48	54,975,803.00	-4.8%
5) TOTAL, REVENUES			57,771,884.48	54,975,803.00	-4.8%
B. EXPENSES (Objects 1000-7999)					
1) Instruction	1000-1999		0.00	0.00	0.0%
2) Instruction - Related Services	2000-2999		0.00	0.00	0.0%
3) Pupil Services	3000-3999		0.00	0.00	0.0%
4) Ancillary Services	4000-4999		0.00	0.00	0.0%
5) Community Services	5000-5999		0.00	0.00	0.0%
6) Enterprise	6000-6999		51,083,653.31	55,069,823.00	7.8%
7) General Administration	7000-7999		0.00	0.00	0.0%
8) Plant Services	8000-8999		0.00	0.00	0.0%
9) Other Outgo	9000-9999	Except 7600-7699	0.00	0.00	0.0%
10) TOTAL, EXPENSES			51,083,653.31	55,069,823.00	7.8%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENSES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B10)			6,688,231.17	(94,020.00)	-101.4%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%

Unaudited Actuals
Self-Insurance Fund
Expenses by Function

Description	Function Codes	Object Codes	2019-20 Unaudited Actuals	2020-21 Budget	Percent Difference
E. NET INCREASE (DECREASE) IN NET POSITION (C + D4)			6,688,231.17	(94,020.00)	-101.4%
F. NET POSITION					
1) Beginning Net Position					
a) As of July 1 - Unaudited		9791	23,092,232.53	29,780,463.70	29.0%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			23,092,232.53	29,780,463.70	29.0%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Net Position (F1c + F1d)			23,092,232.53	29,780,463.70	29.0%
2) Ending Net Position, June 30 (E + F1e)			29,780,463.70	29,686,443.70	-0.3%
Components of Ending Net Position					
a) Net Investment in Capital Assets		9796	0.00	0.00	0.0%
b) Restricted Net Position		9797	0.00	0.00	0.0%
c) Unrestricted Net Position		9790	29,780,463.70	29,686,443.70	-0.3%

Anaheim Union High
Orange County

Unaudited Actuals
Self-Insurance Fund
Exhibit: Restricted Net Position Detail

EXHIBIT E
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Form 67

<u>Resource</u>	<u>Description</u>	<u>2019-20</u> <u>Unaudited Actuals</u>	<u>2020-21</u> <u>Budget</u>
	Total, Restricted Net Position	0.00	0.00

Unaudited Actuals
Warrant/Pass-Through Fund
Expenditures by Object

Description	Resource Codes	Object Codes	2019-20 Unaudited Actuals	2020-21 Budget	Percent Difference
A. ADDITIONS					
1) Other Local Revenue		8600-8799	0.00	0.00	0.0%
2) Funds Collected for Others		8800	0.00	0.00	0.0%
3) TOTAL, ADDITIONS			0.00	0.00	0.0%
B. DEDUCTIONS					
1) Services and Other Operating Expenditures		5000-5999	0.00	0.00	0.0%
2) Funds Distributed for Others		7500	0.00	0.00	0.0%
9) TOTAL, DEDUCTIONS			0.00	0.00	0.0%
C. NET INCREASE (DECREASE) IN NET POSITION (A3 - B3)					
			0.00	0.00	0.0%
D. NET POSITION					
1) Beginning Net Position					
a) As of July 1 - Unaudited		9791	0.00	0.00	0.0%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (D1a + D1b)			0.00	0.00	0.0%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Net Position (D1c + D1d)			0.00	0.00	0.0%
2) Ending Net Position, June 30 (C + D1e)			0.00	0.00	0.0%
Components of Ending Net Position					
a) Net Investment in Capital Assets		9796	0.00	0.00	0.0%
b) Restricted Net Position		9797	0.00	0.00	0.0%
c) Unrestricted Net Position		9790	0.00	0.00	0.0%

Unaudited Actuals
Warrant/Pass-Through Fund
Expenditures by Object

Description	Resource Codes	Object Codes	2019-20 Unaudited Actuals	2020-21 Budget	Percent Difference
E. ASSETS					
1) Cash					
a) in County Treasury		9110	235,453.03		
1) Fair Value Adjustment to Cash in County Treasury		9111	1,961.04		
b) in Banks		9120	0.00		
c) Collections Awaiting Deposit		9140	0.00		
2) Investments		9150	0.00		
3) Accounts Receivable		9200	238.56		
4) Due from Other Funds		9310	0.00		
5) Other Current Assets		9340	0.00		
6) TOTAL, ASSETS			237,652.63		
F. DEFERRED OUTFLOWS OF RESOURCES					
1) Deferred Outflows of Resources		9490	0.00		
2) TOTAL, DEFERRED OUTFLOWS			0.00		
G. LIABILITIES					
1) Accounts Payable		9500	208,633.61		
2) Due to Other Funds		9610	29,019.02		
3) Due to Student Groups/Other Agencies		9620	0.00		
4) TOTAL, LIABILITIES			237,652.63		
H. DEFERRED INFLOWS OF RESOURCES					
1) Deferred Inflows of Resources		9690	0.00		
2) TOTAL, DEFERRED INFLOWS			0.00		
I. NET POSITION					
Net Position, June 30 (E6 + F2) - (G4 + H2)			0.00		

Anaheim Union High
Orange County

Unaudited Actuals
Warrant/Pass-Through Fund
Expenditures by Object

EXHIBIT E
30 06431 0000000
Form 76

Description	Resource Codes	Object Codes	2019-20 Unaudited Actuals	2020-21 Budget	Percent Difference
TOTAL ADDITIONS					
Interest		8660	0.00	0.00	0.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.0%
Funds Collected for Others		8800	0.00	0.00	0.0%
TOTAL, ADDITIONS			0.00	0.00	0.0%
TOTAL DEDUCTIONS					
Professional/Consulting Services and Operating Expenditures		5800	0.00	0.00	0.0%
Funds Distributed to Others		7500	0.00	0.00	0.0%
TOTAL, DEDUCTIONS			0.00	0.00	0.0%

Description	2019-20 Unaudited Actuals			2020-21 Budget		
	P-2 ADA	Annual ADA	Funded ADA	Estimated P-2 ADA	Estimated Annual ADA	Estimated Funded ADA
A. DISTRICT						
1. Total District Regular ADA Includes Opportunity Classes, Home & Hospital, Special Day Class, Continuation Education, Special Education NPS/LCI and Extended Year, and Community Day School (includes Necessary Small School ADA)	28,386.37	28,386.37	28,864.11	27,709.65	27,709.65	28,359.65
2. Total Basic Aid Choice/Court Ordered Voluntary Pupil Transfer Regular ADA Includes Opportunity Classes, Home & Hospital, Special Day Class, Continuation Education, Special Education NPS/LCI and Extended Year, and Community Day School (ADA not included in Line A1 above)						
3. Total Basic Aid Open Enrollment Regular ADA Includes Opportunity Classes, Home & Hospital, Special Day Class, Continuation Education, Special Education NPS/LCI and Extended Year, and Community Day School (ADA not included in Line A1 above)						
4. Total, District Regular ADA (Sum of Lines A1 through A3)	28,386.37	28,386.37	28,864.11	27,709.65	27,709.65	28,359.65
5. District Funded County Program ADA						
a. County Community Schools	439.92	439.92	439.92	439.92	439.92	439.92
b. Special Education-Special Day Class	13.01	13.01	13.01	13.01	13.01	13.01
c. Special Education-NPS/LCI						
d. Special Education Extended Year	1.88	1.88	1.88	1.88	1.88	1.88
e. Other County Operated Programs: Opportunity Schools and Full Day Opportunity Classes, Specialized Secondary Schools						
f. County School Tuition Fund (Out of State Tuition) [EC 2000 and 46380]						
g. Total, District Funded County Program ADA (Sum of Lines A5a through A5f)	454.81	454.81	454.81	454.81	454.81	454.81
6. TOTAL DISTRICT ADA (Sum of Line A4 and Line A5g)	28,841.18	28,841.18	29,318.92	28,164.46	28,164.46	28,814.46
7. Adults in Correctional Facilities						
8. Charter School ADA (Enter Charter School ADA using Tab C. Charter School ADA)						

EXHIBIT E

Description	2019-20 Unaudited Actuals			2020-21 Budget		
	P-2 ADA	Annual ADA	Funded ADA	Estimated P-2 ADA	Estimated Annual ADA	Estimated Funded ADA
B. COUNTY OFFICE OF EDUCATION						
1. County Program Alternative Education ADA						
a. County Group Home and Institution Pupils						
b. Juvenile Halls, Homes, and Camps						
c. Probation Referred, On Probation or Parole, Expelled per EC 48915(a) or (c) [EC 2574(c)(4)(A)]						
d. Total, County Program Alternative Education ADA (Sum of Lines B1a through B1c)	0.00	0.00	0.00	0.00	0.00	0.00
2. District Funded County Program ADA						
a. County Community Schools						
b. Special Education-Special Day Class						
c. Special Education-NPS/LCI						
d. Special Education Extended Year						
e. Other County Operated Programs: Opportunity Schools and Full Day Opportunity Classes, Specialized Secondary Schools						
f. County School Tuition Fund (Out of State Tuition) [EC 2000 and 46380]						
g. Total, District Funded County Program ADA (Sum of Lines B2a through B2f)	0.00	0.00	0.00	0.00	0.00	0.00
3. TOTAL COUNTY OFFICE ADA (Sum of Lines B1d and B2g)	0.00	0.00	0.00	0.00	0.00	0.00
4. Adults in Correctional Facilities						
5. County Operations Grant ADA						
6. Charter School ADA (Enter Charter School ADA using Tab C. Charter School ADA)						

Description	2019-20 Unaudited Actuals			2020-21 Budget		
	P-2 ADA	Annual ADA	Funded ADA	Estimated P-2 ADA	Estimated Annual ADA	Estimated Funded ADA
C. CHARTER SCHOOL ADA						
Authorizing LEAs reporting charter school SACS financial data in their Fund 01, 09, or 62 use this worksheet to report ADA for those charter schools. Charter schools reporting SACS financial data separately from their authorizing LEAs in Fund 01 or Fund 62 use this worksheet to report their ADA.						
FUND 01: Charter School ADA corresponding to SACS financial data reported in Fund 01.						
1. Total Charter School Regular ADA						
2. Charter School County Program Alternative Education ADA						
a. County Group Home and Institution Pupils						
b. Juvenile Halls, Homes, and Camps						
c. Probation Referred, On Probation or Parole, Expelled per EC 48915(a) or (c) [EC 2574(c)(4)(A)]						
d. Total, Charter School County Program Alternative Education ADA (Sum of Lines C2a through C2c)	0.00	0.00	0.00	0.00	0.00	0.00
3. Charter School Funded County Program ADA						
a. County Community Schools						
b. Special Education-Special Day Class						
c. Special Education-NPS/LCI						
d. Special Education Extended Year						
e. Other County Operated Programs: Opportunity Schools and Full Day Opportunity Classes, Specialized Secondary Schools						
f. Total, Charter School Funded County Program ADA (Sum of Lines C3a through C3e)	0.00	0.00	0.00	0.00	0.00	0.00
4. TOTAL CHARTER SCHOOL ADA (Sum of Lines C1, C2d, and C3f)	0.00	0.00	0.00	0.00	0.00	0.00
FUND 09 or 62: Charter School ADA corresponding to SACS financial data reported in Fund 09 or Fund 62.						
5. Total Charter School Regular ADA						
6. Charter School County Program Alternative Education ADA						
a. County Group Home and Institution Pupils						
b. Juvenile Halls, Homes, and Camps						
c. Probation Referred, On Probation or Parole, Expelled per EC 48915(a) or (c) [EC 2574(c)(4)(A)]						
d. Total, Charter School County Program Alternative Education ADA (Sum of Lines C6a through C6c)	0.00	0.00	0.00	0.00	0.00	0.00
7. Charter School Funded County Program ADA						
a. County Community Schools						
b. Special Education-Special Day Class						
c. Special Education-NPS/LCI						
d. Special Education Extended Year						
e. Other County Operated Programs: Opportunity Schools and Full Day Opportunity Classes, Specialized Secondary Schools						
f. Total, Charter School Funded County Program ADA (Sum of Lines C7a through C7e)	0.00	0.00	0.00	0.00	0.00	0.00
8. TOTAL CHARTER SCHOOL ADA (Sum of Lines C5, C6d, and C7f)	0.00	0.00	0.00	0.00	0.00	0.00
9. TOTAL CHARTER SCHOOL ADA Reported in Fund 01, 09, or 62 (Sum of Lines C4 and C8)	0.00	0.00	0.00	0.00	0.00	0.00

EXHIBIT E

Anaheim Union High
Orange County

Unaudited Actuals
2019-20 Unaudited Actuals
Schedule of Capital Assets

30 66431 0000000
Form ASSET

	Unaudited Balance July 1	Audit Adjustments/ Restatements	Audited Balance July 1	Increases	Decreases	Ending Balance June 30
Governmental Activities:						
Capital assets not being depreciated:						
Land	9,063,222.00		9,063,222.00			9,063,222.00
Work in Progress	51,672,982.99	14,480,571.01	66,153,554.00	63,949,066.00	164,226.00	129,938,394.00
Total capital assets not being depreciated	60,736,204.99	14,480,571.01	75,216,776.00	63,949,066.00	164,226.00	139,001,616.00
Capital assets being depreciated:						
Land Improvements	23,287,436.63		23,287,436.63		183,557.00	23,103,879.63
Buildings	380,618,859.98		380,618,859.98	16,168.00	10,593.00	380,624,434.98
Equipment	28,682,964.47		28,682,964.47	3,427,589.00	708,225.00	31,402,328.47
Total capital assets being depreciated	432,589,261.08	0.00	432,589,261.08	3,443,757.00	902,375.00	435,130,643.08
Accumulated Depreciation for:						
Land Improvements	(19,443,383.00)	137,050.00	(19,306,333.00)			(19,306,333.00)
Buildings	(130,052,948.00)	(8,219,433.00)	(138,272,381.00)			(138,272,381.00)
Equipment	(13,347,218.00)	(458,658.00)	(13,805,876.00)			(13,805,876.00)
Total accumulated depreciation	(162,843,549.00)	(8,541,041.00)	(171,384,590.00)	0.00	0.00	(171,384,590.00)
Total capital assets being depreciated, net	269,745,712.08	(8,541,041.00)	261,204,671.08	3,443,757.00	902,375.00	263,746,053.08
Governmental activity capital assets, net	330,481,917.07	5,939,530.01	336,421,447.08	67,392,823.00	1,066,601.00	402,747,669.08
Business-Type Activities:						
Capital assets not being depreciated:						
Land			0.00			0.00
Work in Progress			0.00			0.00
Total capital assets not being depreciated			0.00			0.00
Capital assets being depreciated:						
Land Improvements			0.00			0.00
Buildings			0.00			0.00
Equipment			0.00			0.00
Total capital assets being depreciated			0.00			0.00
Accumulated Depreciation for:						
Land Improvements			0.00			0.00
Buildings			0.00			0.00
Equipment			0.00			0.00
Total accumulated depreciation			0.00			0.00
Total capital assets being depreciated, net			0.00			0.00
Business-type activity capital assets, net			0.00			0.00

Current Expense Formula/Minimum Classroom Compensation

EXHIBIT E

PART I - CURRENT EXPENSE FORMULA	Total Expense for Year (1)	EDP No.	Reductions (See Note 1) (2)	EDP No.	Current Expense of Education (Col 1 - Col 2) (3)	EDP No.	Reductions (Extracted) (See Note 2) (4a)	Reductions (Overrides)* (See Note 2) (4b)	EDP No.	Current Expense-Part II (Col 3 - Col 4) (5)	EDP No.
1000 - Certificated Salaries	157,078,815.85	301	1,432,114.97	303	155,646,700.88	305	5,059,330.29		307	150,587,370.59	309
2000 - Classified Salaries	61,503,564.44	311	829,125.91	313	60,674,438.53	315	4,513,411.97		317	56,161,026.56	319
3000 - Employee Benefits	123,226,228.37	321	3,122,493.91	323	120,103,734.46	325	2,847,399.65		327	117,256,334.81	329
4000 - Books, Supplies Equip Replace. (6500)	12,003,293.42	331	47,566.33	333	11,955,727.09	335	676,827.33		337	11,278,899.76	339
5000 - Services . . . & 7300 - Indirect Costs	28,157,847.22	341	2,225,577.22	343	25,932,270.00	345	1,832,835.27		347	24,099,434.73	349
TOTAL					374,312,870.96	365			TOTAL	359,383,066.45	369

Note 1 - In Column 2, report expenditures for the following programs: Nonagency (Goals 7100-7199), Community Services (Goal 8100), Food Services (Function 3700), Fringe Benefits for Retired Persons (Objects 3701-3702), and Facilities Acquisition & Construction (Function 8500).

Note 2 - In Column 4, report expenditures for: Transportation (Function 3600), Lottery Expenditures (Resource 1100), Special Education Students in Nonpublic Schools (Function 1180), and other federal or state categorical aid in which funds were granted for expenditures in a program not incurring any teacher salary expenditures or requiring disbursement of the funds without regard to the requirements of EC Section 41372.

* If an amount (even zero) is entered in any row of Column 4b or in Line 13b, the form uses only the values in Column 4b and Line 13b rather than the values in Column 4a and Line 13a.

PART II: MINIMUM CLASSROOM COMPENSATION (Instruction, Functions 1000-1999)	Object		EDP No.
1. Teacher Salaries as Per EC 41011	1100	130,250,760.45	375
2. Salaries of Instructional Aides Per EC 41011	2100	17,604,830.97	380
3. STRS	3101 & 3102	37,973,372.30	382
4. PERS	3201 & 3202	3,769,843.06	383
5. OASDI - Regular, Medicare and Alternative	3301 & 3302	3,406,383.28	384
6. Health & Welfare Benefits (EC 41372) (Include Health, Dental, Vision, Pharmaceutical, and Annuity Plans)	3401 & 3402	33,597,801.19	385
7. Unemployment Insurance	3501 & 3502	73,505.98	390
8. Workers' Compensation Insurance	3601 & 3602	3,697,464.45	392
9. OPEB, Active Employees (EC 41372)	3751 & 3752	0.00	
10. Other Benefits (EC 22310)	3901 & 3902	2,372,803.60	393
11. SUBTOTAL Salaries and Benefits (Sum Lines 1 - 10)		232,746,765.28	395
12. Less: Teacher and Instructional Aide Salaries and Benefits deducted in Column 2		18,982.48	
13a. Less: Teacher and Instructional Aide Salaries and Benefits (other than Lottery) deducted in Column 4a (Extracted)		412,396.09	396
b. Less: Teacher and Instructional Aide Salaries and Benefits (other than Lottery) deducted in Column 4b (Overrides)*			396
14. TOTAL SALARIES AND BENEFITS		232,315,386.71	397
15. Percent of Current Cost of Education Expended for Classroom Compensation (EDP 397 divided by EDP 369) Line 15 must equal or exceed 60% for elementary, 55% for unified and 50% for high school districts to avoid penalty under provisions of EC 41372		64.64%	
16. District is exempt from EC 41372 because it meets the provisions of EC 41374. (If exempt, enter 'X')			

PART III: DEFICIENCY AMOUNT

A deficiency amount (Line 5) is only applicable to districts not meeting the minimum classroom compensation percentage required under EC 41372 and not exempt under the provisions of EC 41374.

1. Minimum percentage required (60% elementary, 55% unified, 50% high)	50.00%
2. Percentage spent by this district (Part II, Line 15)	64.64%
3. Percentage below the minimum (Part III, Line 1 minus Line 2)	0.00%
4. District's Current Expense of Education after reductions in columns 4a or 4b (Part I, EDP 369)	359,383,066.45
5. Deficiency Amount (Part III, Line 3 times Line 4)	0.00

PART IV: Explanation for adjustments entered in Part I, Column 4b (required)

EXHIBIT E

	Unaudited Balance July 1	Audit Adjustments/ Restatements	Audited Balance July 1	Increases	Decreases	Ending Balance June 30	Amounts Due Within One Year
Governmental Activities:							
General Obligation Bonds Payable	200,103,955.10	3,037,506.90	203,141,462.00	4,608,293.10		207,749,755.10	11,415,000.00
State School Building Loans Payable			0.00			0.00	
Certificates of Participation Payable	33,060,000.00		33,060,000.00		660,000.00	32,400,000.00	795,000.00
Capital Leases Payable	2,894,751.11	134,176.89	3,028,928.00		560,790.28	2,468,137.72	442,734.53
Lease Revenue Bonds Payable			0.00			0.00	
Other General Long-Term Debt	23,873,336.00	(1,911,398.00)	21,961,938.00		3,121,019.00	18,840,919.00	
Net Pension Liability			0.00			0.00	
Total/Net OPEB Liability	110,726,685.00	(5,272,187.00)	105,454,498.00			105,454,498.00	
Compensated Absences Payable	1,882,047.55	1,809.45	1,883,857.00	433,751.27		2,317,608.27	
Governmental activities long-term liabilities	372,540,774.76	(4,010,091.76)	368,530,683.00	5,042,044.37	4,341,809.28	369,230,918.09	12,652,734.53
Business-Type Activities:							
General Obligation Bonds Payable			0.00			0.00	
State School Building Loans Payable			0.00			0.00	
Certificates of Participation Payable			0.00			0.00	
Capital Leases Payable			0.00			0.00	
Lease Revenue Bonds Payable			0.00			0.00	
Other General Long-Term Debt			0.00			0.00	
Net Pension Liability			0.00			0.00	
Total/Net OPEB Liability			0.00			0.00	
Compensated Absences Payable			0.00			0.00	
Business-type activities long-term liabilities	0.00	0.00	0.00	0.00	0.00	0.00	0.00

EXHIBIT E

Anaheim Union High
Orange County

Unaudited Actuals
2019-20 Unaudited Actuals
Every Student Succeeds Act Maintenance of Effort Expenditures

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Form ESMOE

Section I - Expenditures	Funds 01, 09, and 62			2019-20 Expenditures
	Goals	Functions	Objects	
A. Total state, federal, and local expenditures (all resources)	All	All	1000-7999	407,199,316.24
B. Less all federal expenditures not allowed for MOE (Resources 3000-5999, except 3385)	All	All	1000-7999	18,541,708.93
C. Less state and local expenditures not allowed for MOE: (All resources, except federal as identified in Line B)				
1. Community Services	All	5000-5999	1000-7999	763,353.20
2. Capital Outlay	All except 7100-7199	All except 5000-5999	6000-6999	9,708,673.64
3. Debt Service	All	9100	5400-5450, 5800, 7430- 7439	560,790.27
4. Other Transfers Out	All	9200	7200-7299	6,378,380.25
5. Interfund Transfers Out	All	9300	7600-7629	1,680,375.47
6. All Other Financing Uses	All	9100	7699	0.00
		9200	7651	
7. Nonagency	7100-7199	All except 5000-5999, 9000-9999	1000-7999	4,575,125.99
8. Tuition (Revenue, in lieu of expenditures, to approximate costs of services for which tuition is received)	All	All	8710	0.00
9. Supplemental expenditures made as a result of a Presidentially declared disaster	Manually entered. Must not include expenditures in lines B, C1-C8, D1, or D2.			
10. Total state and local expenditures not allowed for MOE calculation (Sum lines C1 through C9)				23,666,698.82
D. Plus additional MOE expenditures:			1000-7143, 7300-7439 minus 8000-8699	
1. Expenditures to cover deficits for food services (Funds 13 and 61) (If negative, then zero)	All	All		2,462,649.47
2. Expenditures to cover deficits for student body activities	Manually entered. Must not include expenditures in lines A or D1.			
E. Total expenditures subject to MOE (Line A minus lines B and C10, plus lines D1 and D2)				367,453,557.96

EXHIBIT E

Anaheim Union High
Orange County

Unaudited Actuals
2019-20 Unaudited Actuals
Every Student Succeeds Act Maintenance of Effort Expenditures

30 66431 0000000
Form ESMOE

Section II - Expenditures Per ADA		2019-20 Annual ADA/ Exps. Per ADA
A. Average Daily Attendance (Form A, Annual ADA column, sum of lines A6 and C9)		28,841.18
B. Expenditures per ADA (Line I.E divided by Line II.A)		12,740.59
Section III - MOE Calculation (For data collection only. Final determination will be done by CDE)		
	Total	Per ADA
A. Base expenditures (Preloaded expenditures from prior year official CDE MOE calculation). (Note: If the prior year MOE was not met, CDE has adjusted the prior year base to 90 percent of the preceding prior year amount rather than the actual prior year expenditure amount.)	354,126,413.76	12,226.36
1. Adjustment to base expenditure and expenditure per ADA amounts for LEAs failing prior year MOE calculation (From Section IV)	0.00	0.00
2. Total adjusted base expenditure amounts (Line A plus Line A.1)	354,126,413.76	12,226.36
B. Required effort (Line A.2 times 90%)	318,713,772.38	11,003.72
C. Current year expenditures (Line I.E and Line II.B)	367,453,557.96	12,740.59
D. MOE deficiency amount, if any (Line B minus Line C) (If negative, then zero)	0.00	0.00
E. MOE determination (If one or both of the amounts in line D are zero, the MOE requirement is met; if both amounts are positive, the MOE requirement is not met. If either column in Line A.2 or Line C equals zero, the MOE calculation is incomplete.)	MOE Met	
F. MOE deficiency percentage, if MOE not met; otherwise, zero (Line D divided by Line B) (Funding under ESSA covered programs in FY 2021-22 may be reduced by the lower of the two percentages)	0.00%	0.00%

EXHIBIT E

30 66431 000000
Form ESMOE

Anaheim Union High
Orange County

Unaudited Actuals
2019-20 Unaudited Actuals
Every Student Succeeds Act Maintenance of Effort Expenditures

SECTION IV - Detail of Adjustments to Base Expenditures (used in Section III, Line A.1)		
Description of Adjustments	Total Expenditures	Expenditures Per ADA
Total adjustments to base expenditures	0.00	0.00

EXHIBIT E

	2019-20 Calculations			2020-21 Calculations		
	Extracted Data	Adjustments*	Entered Data/ Totals	Extracted Data	Adjustments*	Entered Data/ Totals
A. PRIOR YEAR DATA (2018-19 Actual Appropriations Limit and Gann ADA are from district's prior year Gann data reported to the CDE)	2018-19 Actual			2019-20 Actual		
1. FINAL PRIOR YEAR APPROPRIATIONS LIMIT (Preload/Line D11, PY column)	194,137,808.50		194,137,808.50			199,374,219.66
2. PRIOR YEAR GANN ADA (Preload/Line B3, PY column)	29,165.78		29,165.78			28,841.18
ADJUSTMENTS TO PRIOR YEAR LIMIT	Adjustments to 2018-19			Adjustments to 2019-20		
3. District Lapses, Reorganizations and Other Transfers						
4. Temporary Voter Approved Increases						
5. Less: Lapses of Voter Approved Increases						
6. TOTAL ADJUSTMENTS TO PRIOR YEAR LIMIT (Lines A3 plus A4 minus A5)			0.00			0.00
7. ADJUSTMENTS TO PRIOR YEAR ADA (Only for district lapses, reorganizations and other transfers, and only if adjustments to the appropriations limit are entered in Line A3 above)						
B. CURRENT YEAR GANN ADA (2019-20 data should tie to Principal Apportionment Software Attendance reports and include ADA for charter schools reporting with the district)	2019-20 P2 Report			2020-21 P2 Estimate		
1. Total K-12 ADA (Form A, Line A6)	28,841.18		28,841.18	28,164.46		28,164.46
2. Total Charter Schools ADA (Form A, Line C9)	0.00		0.00	0.00		0.00
3. TOTAL CURRENT YEAR P2 ADA (Line B1 plus B2)			28,841.18			28,164.46
C. CURRENT YEAR LOCAL PROCEEDS OF TAXES/STATE AID RECEIVED	2019-20 Actual			2020-21 Budget		
TAXES AND SUBVENTIONS (Funds 01, 09, and 62)						
1. Homeowners' Exemption (Object 8021)	351,436.58		351,436.58	351,437.00		351,437.00
2. Timber Yield Tax (Object 8022)	0.22		0.22	0.00		0.00
3. Other Subventions/In-Lieu Taxes (Object 8029)	0.00		0.00	0.00		0.00
4. Secured Roll Taxes (Object 8041)	66,918,542.59		66,918,542.59	66,403,898.00		66,403,898.00
5. Unsecured Roll Taxes (Object 8042)	2,061,992.37		2,061,992.37	1,961,255.00		1,961,255.00
6. Prior Years' Taxes (Object 8043)	826,569.09		826,569.09	831,231.00		831,231.00
7. Supplemental Taxes (Object 8044)	3,094,744.72		3,094,744.72	3,070,545.00		3,070,545.00
8. Ed. Rev. Augmentation Fund (ERAF) (Object 8045)	23,222,190.00		23,222,190.00	21,997,391.00		21,997,391.00
9. Penalties and Int. from Delinquent Taxes (Object 8048)	0.00		0.00	0.00		0.00
10. Other In-Lieu Taxes (Object 8082)	150.82		150.82	0.00		0.00
11. Comm. Redevelopment Funds (objects 8047 & 8625)	7,687,055.09		7,687,055.09	8,068,635.00		8,068,635.00
12. Parcel Taxes (Object 8621)	0.00		0.00	0.00		0.00
13. Other Non-Ad Valorem Taxes (Object 8622) (Taxes only)	0.00		0.00	0.00		0.00
14. Penalties and Int. from Delinquent Non-LCFF Taxes (Object 8629) (Only those for the above taxes)	0.00		0.00	0.00		0.00
15. Transfers to Charter Schools in Lieu of Property Taxes (Object 8096)						
16. TOTAL TAXES AND SUBVENTIONS (Lines C1 through C15)	104,162,681.48	0.00	104,162,681.48	102,684,392.00	0.00	102,684,392.00
OTHER LOCAL REVENUES (Funds 01, 09, and 62)						
17. To General Fund from Bond Interest and Redemption Fund (Excess debt service taxes) (Object 8914)	0.00		0.00	0.00		0.00
18. TOTAL LOCAL PROCEEDS OF TAXES (Lines C16 plus C17)	104,162,681.48	0.00	104,162,681.48	102,684,392.00	0.00	102,684,392.00

EXHIBIT E

	2019-20 Calculations			2020-21 Calculations		
	Extracted Data	Adjustments*	Entered Data/ Totals	Extracted Data	Adjustments*	Entered Data/ Totals
EXCLUDED APPROPRIATIONS						
19. Medicare (Enter federally mandated amounts only from objs. 3301 & 3302; do not include negotiated amounts)			3,139,398.87			3,053,134.00
OTHER EXCLUSIONS						
20. Americans with Disabilities Act						
21. Unreimbursed Court Mandated Desegregation Costs						
22. Other Unfunded Court-ordered or Federal Mandates						
23. TOTAL EXCLUSIONS (Lines C19 through C22)			3,139,398.87			3,053,134.00
STATE AID RECEIVED (Funds 01, 09, and 62)						
24. LCFF - CY (objects 8011 and 8012)	228,713,588.00		228,713,588.00	197,460,355.00		197,460,355.00
25. LCFF/Revenue Limit State Aid - Prior Years (Object 8019)	465.00		465.00	0.00		0.00
26. TOTAL STATE AID RECEIVED (Lines C24 plus C25)	228,714,053.00	0.00	228,714,053.00	197,460,355.00	0.00	197,460,355.00
DATA FOR INTEREST CALCULATION						
27. Total Revenues (Funds 01, 09 & 62; objects 8000-8799)	416,651,019.88		416,651,019.88	373,461,501.00		373,461,501.00
28. Total Interest and Return on Investments (Funds 01, 09, and 62; objects 8660 and 8662)	2,498,656.88		2,498,656.88	1,700,000.00		1,700,000.00
D. APPROPRIATIONS LIMIT CALCULATIONS						
PRELIMINARY APPROPRIATIONS LIMIT						
1. Revised Prior Year Program Limit (Lines A1 plus A6)			194,137,808.50			199,374,219.66
2. Inflation Adjustment			1.0385			1.0373
3. Program Population Adjustment (Lines B3 divided by [A2 plus A7]) (Round to four decimal places)			0.9889			0.9765
4. PRELIMINARY APPROPRIATIONS LIMIT (Lines D1 times D2 times D3)			199,374,219.66			201,950,822.42
APPROPRIATIONS SUBJECT TO THE LIMIT						
5. Local Revenues Excluding Interest (Line C18)			104,162,681.48			102,684,392.00
6. Preliminary State Aid Calculation						
a. Minimum State Aid in Local Limit (Greater of \$120 times Line B3 or \$2,400; but not greater than Line C26 or less than zero)			3,460,941.60			3,379,735.20
b. Maximum State Aid in Local Limit (Lesser of Line C26 or Lines D4 minus D5 plus C23; but not less than zero)			98,350,937.05			102,319,564.42
c. Preliminary State Aid in Local Limit (Greater of Lines D6a or D6b)			98,350,937.05			102,319,564.42
7. Local Revenues in Proceeds of Taxes						
a. Interest Counting in Local Limit (Line C28 divided by [Lines C27 minus C28] times [Lines D5 plus D6c])			1,221,801.66			937,447.06
b. Total Local Proceeds of Taxes (Lines D5 plus D7a)			105,384,483.14			103,621,839.06
8. State Aid in Proceeds of Taxes (Greater of Line D6a, or Lines D4 minus D7b plus C23; but not greater than Line C26 or less than zero)			97,129,135.39			101,382,117.36
9. Total Appropriations Subject to the Limit						
a. Local Revenues (Line D7b)			105,384,483.14			
b. State Subventions (Line D8)			97,129,135.39			
c. Less: Excluded Appropriations (Line C23)			3,139,398.87			
d. TOTAL APPROPRIATIONS SUBJECT TO THE LIMIT (Lines D9a plus D9b minus D9c)			199,374,219.66			

EXHIBIT E

	2019-20 Calculations			2020-21 Calculations		
	Extracted Data	Adjustments*	Entered Data/ Totals	Extracted Data	Adjustments*	Entered Data/ Totals
10. Adjustments to the Limit Per Government Code Section 7902.1 (Line D9d minus D4; if negative, then zero) If not zero report amount to: Keely Bosler, Director State Department of Finance Attention: School Gann Limits State Capitol, Room 1145 Sacramento, CA 95814			0.00			
SUMMARY						
11. Adjusted Appropriations Limit (Lines D4 plus D10)			199,374,219.66			201,950,822.42
12. Appropriations Subject to the Limit (Line D9d)			199,374,219.66			

* Please provide below an explanation for each entry in the adjustments column.

Jennifer Rool, Assistant Superintendent Business
Gann Contact Person

714-999-3555
Contact Phone Number

EXHIBIT E

Part I - General Administrative Share of Plant Services Costs

California's indirect cost plan allows that the general administrative costs in the indirect cost pool may include that portion of plant services costs (maintenance and operations costs and facilities rents and leases costs) attributable to the general administrative offices. The calculation of the plant services costs attributed to general administration and included in the pool is standardized and automated using the percentage of salaries and benefits relating to general administration as proxy for the percentage of square footage occupied by general administration.

A. Salaries and Benefits - Other General Administration and Centralized Data Processing

- 1. Salaries and benefits paid through payroll (Funds 01, 09, and 62, objects 1000-3999 except 3701-3702) (Functions 7200-7700, goals 0000 and 9000) 13,843,417.73
- 2. Contracted general administrative positions not paid through payroll
 - a. Enter the costs, if any, of general administrative positions performing services ON SITE but paid through a contract, rather than through payroll, in functions 7200-7700, goals 0000 and 9000, Object 5800. _____
 - b. If an amount is entered on Line A2a, provide the title, duties, and approximate FTE of each general administrative position paid through a contract. Retain supporting documentation in case of audit. _____

B. Salaries and Benefits - All Other Activities

- 1. Salaries and benefits paid through payroll (Funds 01, 09, and 62, objects 1000-3999 except 3701-3702) (Functions 1000-6999, 7100-7180, & 8100-8400; Functions 7200-7700, all goals except 0000 & 9000) 325,958,715.71

C. Percentage of Plant Services Costs Attributable to General Administration

(Line A1 plus Line A2a, divided by Line B1; zero if negative) (See Part III, Lines A5 and A6) 4.25%

Part II - Adjustments for Employment Separation Costs

When an employee separates from service, the local educational agency (LEA) may incur costs associated with the separation in addition to the employee's regular salary and benefits for the final pay period. These additional costs can be categorized as "normal" or "abnormal or mass" separation costs.

Normal separation costs include items such as pay for accumulated unused leave or routine severance pay authorized by governing board policy. Normal separation costs are not allowable as direct costs to federal programs, but are allowable as indirect costs. State programs may have similar restrictions. Where federal or state program guidelines required that the LEA charge an employee's normal separation costs to an unrestricted resource rather than to the restricted program in which the employee worked, the LEA may identify and enter these costs on Line A for inclusion in the indirect cost pool.

Abnormal or mass separation costs are those costs resulting from actions taken by an LEA to influence employees to terminate their employment earlier than they normally would have. Abnormal or mass separation costs include retirement incentives such as a Golden Handshake or severance packages negotiated to effect termination. Abnormal or mass separation costs may not be charged to federal programs as either direct costs or indirect costs. Where an LEA paid abnormal or mass separation costs on behalf of positions in general administrative functions included in the indirect cost pool, the LEA must identify and enter these costs on Line B for exclusion from the pool.

A. Normal Separation Costs (optional)

Enter any normal separation costs paid on behalf of employees of restricted state or federal programs that were charged to an unrestricted resource (0000-1999) in funds 01, 09, and 62 with functions 1000-6999 or 8100-8400 rather than to the restricted program. These costs will be moved in Part III from base costs to the indirect cost pool. Retain supporting documentation. _____

B. Abnormal or Mass Separation Costs (required)

Enter any abnormal or mass separation costs paid on behalf of general administrative positions charged to unrestricted resources (0000-1999) in funds 01, 09, and 62 with functions 7200-7700. These costs will be moved in Part III from the indirect cost pool to base costs. If none, enter zero. 150,255.17

EXHIBIT E

Part III - Indirect Cost Rate Calculation (Funds 01, 09, and 62, unless indicated otherwise)

A. Indirect Costs

1. Other General Administration, less portion charged to restricted resources or specific goals (Functions 7200-7600, objects 1000-5999, minus Line B9)	14,111,365.49
2. Centralized Data Processing, less portion charged to restricted resources or specific goals (Function 7700, objects 1000-5999, minus Line B10)	5,917,855.31
3. External Financial Audit - Single Audit (Function 7190, resources 0000-1999, goals 0000 and 9000, objects 5000-5999)	63,525.17
4. Staff Relations and Negotiations (Function 7120, resources 0000-1999, goals 0000 and 9000, objects 1000-5999)	0.00
5. Plant Maintenance and Operations (portion relating to general administrative offices only) (Functions 8100-8400, objects 1000-5999 except 5100, times Part I, Line C)	1,512,010.13
6. Facilities Rents and Leases (portion relating to general administrative offices only) (Function 8700, resources 0000-1999, objects 1000-5999 except 5100, times Part I, Line C)	0.00
7. Adjustment for Employment Separation Costs	
a. Plus: Normal Separation Costs (Part II, Line A)	0.00
b. Less: Abnormal or Mass Separation Costs (Part II, Line B)	150,255.17
8. Total Indirect Costs (Lines A1 through A7a, minus Line A7b)	21,454,500.93
9. Carry-Forward Adjustment (Part IV, Line F)	3,517,730.93
10. Total Adjusted Indirect Costs (Line A8 plus Line A9)	24,972,231.86

B. Base Costs

1. Instruction (Functions 1000-1999, objects 1000-5999 except 5100)	247,546,004.77
2. Instruction-Related Services (Functions 2000-2999, objects 1000-5999 except 5100)	32,102,645.46
3. Pupil Services (Functions 3000-3999, objects 1000-5999 except 4700 and 5100)	34,543,360.23
4. Ancillary Services (Functions 4000-4999, objects 1000-5999 except 5100)	5,348,469.95
5. Community Services (Functions 5000-5999, objects 1000-5999 except 5100)	865,219.08
6. Enterprise (Function 6000, objects 1000-5999 except 4700 and 5100)	0.00
7. Board and Superintendent (Functions 7100-7180, objects 1000-5999, minus Part III, Line A4)	1,458,423.37
8. External Financial Audit - Single Audit and Other (Functions 7190-7191, objects 5000-5999, minus Part III, Line A3)	0.00
9. Other General Administration (portion charged to restricted resources or specific goals only) (Functions 7200-7600, resources 2000-9999, objects 1000-5999; Functions 7200-7600, resources 0000-1999, all goals except 0000 and 9000, objects 1000-5999)	1,103,411.42
10. Centralized Data Processing (portion charged to restricted resources or specific goals only) (Function 7700, resources 2000-9999, objects 1000-5999; Function 7700, resources 0000-1999, all goals except 0000 and 9000, objects 1000-5999)	293,481.12
11. Plant Maintenance and Operations (all except portion relating to general administrative offices) (Functions 8100-8400, objects 1000-5999 except 5100, minus Part III, Line A5)	34,064,698.85
12. Facilities Rents and Leases (all except portion relating to general administrative offices) (Function 8700, objects 1000-5999 except 5100, minus Part III, Line A6)	0.00
13. Adjustment for Employment Separation Costs	
a. Less: Normal Separation Costs (Part II, Line A)	0.00
b. Plus: Abnormal or Mass Separation Costs (Part II, Line B)	150,255.17
14. Student Activity (Fund 08, functions 4000-5999, objects 1000-5999 except 5100)	0.00
15. Adult Education (Fund 11, functions 1000-6999, 8100-8400, and 8700, objects 1000-5999 except 5100)	0.00
16. Child Development (Fund 12, functions 1000-6999, 8100-8400 & 8700, objects 1000-5999 except 4700 & 5100)	0.00
17. Cafeteria (Funds 13 & 61, functions 1000-6999, 8100-8400 & 8700, objects 1000-5999 except 4700 & 5100)	14,288,642.67
18. Foundation (Funds 19 & 57, functions 1000-6999, 8100-8400 & 8700, objects 1000-5999 except 4700 & 5100)	0.00
19. Total Base Costs (Lines B1 through B12 and Lines B13b through B18, minus Line B13a)	371,764,612.09

C. Straight Indirect Cost Percentage Before Carry-Forward Adjustment

(For information only - not for use when claiming/recovering indirect costs) (Line A8 divided by Line B19)	5.77%
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D. Preliminary Proposed Indirect Cost Rate

(For final approved fixed-with-carry-forward rate for use in 2021-22 see www.cde.ca.gov/fg/ac/ic/) (Line A10 divided by Line B19)	6.72%
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EXHIBIT E

Part IV - Carry-forward Adjustment

The carry-forward adjustment is an after-the-fact adjustment for the difference between indirect costs recoverable using the indirect cost rate approved for use in a given year, and the actual indirect costs incurred in that year. The carry-forward adjustment eliminates the need for LEAs to file amended federal reports when their actual indirect costs vary from the estimated indirect costs on which the approved rate was based.

Where the ratio of indirect costs incurred in the current year is less than the estimated ratio of indirect costs on which the approved rate for use in the current year was based, the carry-forward adjustment is limited by using either the approved rate times current year base costs, or the highest rate actually used to recover costs from any program times current year base costs, if the highest rate used was less than the approved rate. Rates used to recover costs from programs are displayed in Exhibit A.

A. Indirect costs incurred in the current year (Part III, Line A8)	<u>21,454,500.93</u>
B. Carry-forward adjustment from prior year(s)	
1. Carry-forward adjustment from the second prior year	<u>(649,715.54)</u>
2. Carry-forward adjustment amount deferred from prior year(s), if any	<u>0.00</u>
C. Carry-forward adjustment for under- or over-recovery in the current year	
1. Under-recovery: Part III, Line A8, plus carry-forward adjustment from prior years, minus (approved indirect cost rate (4.65%) times Part III, Line B19); zero if negative	<u>3,517,730.93</u>
2. Over-recovery: Part III, Line A8, plus carry-forward adjustment from prior years, minus the lesser of (approved indirect cost rate (4.65%) times Part III, Line B19) or (the highest rate used to recover costs from any program (4.65%) times Part III, Line B19); zero if positive	<u>0.00</u>
D. Preliminary carry-forward adjustment (Line C1 or C2)	<u>3,517,730.93</u>
E. Optional allocation of negative carry-forward adjustment over more than one year	
<p>Where a negative carry-forward adjustment causes the proposed approved rate to fall below zero or would reduce the rate at which the LEA could recover indirect costs to such an extent that it would cause the LEA significant fiscal harm, the LEA may request that the carry-forward adjustment be allocated over more than one year. Where allocation of a negative carry-forward adjustment over more than one year does not resolve a negative rate, the CDE will work with the LEA on a case-by-case basis to establish an approved rate.</p>	
Option 1. Preliminary proposed approved rate (Part III, Line D) if entire negative carry-forward adjustment is applied to the current year calculation:	<u>not applicable</u>
Option 2. Preliminary proposed approved rate (Part III, Line D) if one-half of negative carry-forward adjustment is applied to the current year calculation and the remainder is deferred to one or more future years:	<u>not applicable</u>
Option 3. Preliminary proposed approved rate (Part III, Line D) if one-third of negative carry-forward adjustment is applied to the current year calculation and the remainder is deferred to one or more future years:	<u>not applicable</u>
LEA request for Option 1, Option 2, or Option 3	<u>1</u>
F. Carry-forward adjustment used in Part III, Line A9 (Line D minus amount deferred if Option 2 or Option 3 is selected)	<u>3,517,730.93</u>

Anaheim Union High
Orange County

Unaudited Actuals
2019-20 Unaudited Actuals
Exhibit A: Indirect Cost Rates Charged to Programs

EXHIBIT E
2019-2000000
Form ICR

Approved indirect cost rate: 4.65%
Highest rate used in any program: 4.65%

<u>Fund</u>	<u>Resource</u>	<u>Eligible Expenditures (Objects 1000-5999 except Object 5100)</u>	<u>Indirect Costs Charged (Objects 7310 and 7350)</u>	<u>Rate Used</u>
01	3010	7,382,732.73	343,297.07	4.65%
01	3182	268,955.92	12,506.45	4.65%
01	3310	5,097,332.94	237,025.98	4.65%
01	3311	10,883.02	506.06	4.65%
01	3550	596,419.49	27,733.51	4.65%
01	4035	880,651.43	40,950.30	4.65%
01	4127	324,155.36	15,073.22	4.65%
01	4128	175,970.01	8,182.61	4.65%
01	4201	50,756.84	2,360.19	4.65%
01	4203	571,797.83	11,435.96	2.00%
01	6387	25,000.00	1,162.50	4.65%
01	6520	556,553.31	25,879.73	4.65%
01	6695	396,166.47	18,421.74	4.65%
01	7220	36,477.39	1,696.20	4.65%
01	7510	355,723.08	16,541.12	4.65%
01	7810	99,683.18	4,635.27	4.65%
01	9010	2,797,697.57	4,705.63	0.17%

Unaudited Actuals
2019-20 Unaudited Actuals
LOTTERY REPORT
Revenues, Expenditures and
Ending Balances - All Funds

Description	Object Codes	Lottery: Unrestricted (Resource 1100)	Transferred to Other Resources for Expenditure	Lottery: Instructional Materials (Resource 6300)*	Totals
A. AMOUNT AVAILABLE FOR THIS FISCAL YEAR					
1. Adjusted Beginning Fund Balance	9791-9795	0.00		538,483.24	538,483.24
2. State Lottery Revenue	8560	4,565,488.62		1,631,000.18	6,196,488.80
3. Other Local Revenue	8600-8799	0.00		0.00	0.00
4. Transfers from Funds of Lapsed/Reorganized Districts	8965	0.00		0.00	0.00
5. Contributions from Unrestricted Resources (Total must be zero)	8980	0.00			0.00
6. Total Available (Sum Lines A1 through A5)		4,565,488.62	0.00	2,169,483.42	6,734,972.04
B. EXPENDITURES AND OTHER FINANCING USES					
1. Certificated Salaries	1000-1999	4,565,488.62			4,565,488.62
2. Classified Salaries	2000-2999	0.00			0.00
3. Employee Benefits	3000-3999	0.00			0.00
4. Books and Supplies	4000-4999	0.00		235,850.25	235,850.25
5. a. Services and Other Operating Expenditures (Resource 1100)	5000-5999	0.00			0.00
b. Services and Other Operating Expenditures (Resource 6300)	5000-5999, except 5100, 5710, 5800				
c. Duplicating Costs for Instructional Materials (Resource 6300)	5100, 5710, 5800				
6. Capital Outlay	6000-6999	0.00			0.00
7. Tuition	7100-7199	0.00			0.00
8. Interagency Transfers Out					
a. To Other Districts, County Offices, and Charter Schools	7211,7212,7221, 7222,7281,7282	0.00			0.00
b. To JPAs and All Others	7213,7223, 7283,7299	0.00			0.00
9. Transfers of Indirect Costs	7300-7399				
10. Debt Service	7400-7499	0.00			0.00
11. All Other Financing Uses	7630-7699	0.00			0.00
12. Total Expenditures and Other Financing Uses (Sum Lines B1 through B11)		4,565,488.62	0.00	235,850.25	4,801,338.87
C. ENDING BALANCE					
(Must equal Line A6 minus Line B12)	979Z	0.00	0.00	1,933,633.17	1,933,633.17
D. COMMENTS:					

Data from this report will be used to prepare a report to the Legislature as required by Control Section 24.60 of the Budget Act.

*Pursuant to Government Code Section 8880.4(a)(2)(B) and the definition in Education Code Section 60010(h), Resource 6300 funds are to be used for the purchase of instructional materials only. Any amounts in the shaded cells of this column should be reviewed for appropriateness.

	Teacher Full-Time Equivalents				Classroom Units			Pupils Transported
	Instructional Supervision and Administration (Functions 2100-2200)	Library, Media, Technology and Other Instructional Resources (Functions 2420-2495)	School Administration (Function 2700)	Pupil Support Services (Functions 3100-3199 & 3900)	Plant Maintenance and Operations (Functions 8100-8400)	Facilities Rents and Leases (Function 8700)	Pupil Transportation (Function 3600)	
	FTE Factor(s)	FTE Factor(s)	FTE Factor(s)	FTE Factor(s)	CU Factor(s)	CU Factor(s)	PT Factor(s)	
A. Amount of Undistributed Expenditures, Funds 01, 09, and 62, Goals 0000 and 9000 (will be allocated based on factors input)	1,888,278.26	14.75	0.00	563,161.45	32,826,025.13	0.00	6,001,022.64	
B. Enter Allocation Factor(s) by Goal: (Note: Allocation factors are only needed for a column if there are undistributed expenditures in line A.)								
Instructional Goals Description								
0001 Pre-Kindergarten								
1110 Regular Education, K-12	6.00	1.00	57.00	74.00	2,160.86	160.86	2,139.00	
3100 Alternative Schools								
3200 Continuation Schools								
3300 Independent Study Centers			2.00	2.00	42.00			
3400 Opportunity Schools								
3550 Community Day Schools								
3700 Specialized Secondary Programs				2.00				
3800 Career Technical Education								
4110 Regular Education, Adult								
4610 Adult Independent Study Centers								
4620 Adult Correctional Education								
4630 Adult Career Technical Education								
4760 Bilingual								
4850 Migrant Education								
5000-5999 Special Education (allocated to 5001)			2.00	5.00	123.00	123.00	599.00	
6000 ROC/P								
Other Goals Description								
7110 Nonagency - Educational	10.00							
7150 Nonagency - Other								
8100 Community Services								
8500 Child Care and Development Services								
Other Funds Description								
-- Adult Education (Fund 11)								
-- Child Development (Fund 12)								
-- Cafeteria (Funds 13 & 6)								
C. Total Allocation Factors	16.00	1.00	61.00	83.00	2,537.86	283.86	2,738.00	

EXHIBIT E

Goal	Program/Activity	Direct Costs			Central Admin Costs (col. 3 x Sch. CAC line E) Column 4	Other Costs (Schedule OC) Column 5	Total Costs by Program (col. 3 + 4 + 5) Column 6
		Direct Charged (Schedule DCC) Column 1	Allocated (Schedule AC) Column 2	Subtotal (col. 1 + 2) Column 3			
Instructional Goals							
0001	Pre-Kindergarten	0.00	0.00	0.00	0.00	0.00	
1110	Regular Education, K-12	223,926,230.47	36,239,134.87	260,165,365.34	15,919,482.39	276,084,847.73	
3100	Alternative Schools	0.00	0.00	0.00	0.00	0.00	
3200	Continuation Schools	5,596,662.43	603,294.55	6,199,956.98	379,374.50	6,579,331.48	
3300	Independent Study Centers	1,138,055.63	84,246.34	1,222,301.97	74,792.49	1,297,094.46	
3400	Opportunity Schools	55,156.14	84,246.34	139,402.48	8,530.02	147,932.50	
3550	Community Day Schools	15,796.86	0.00	15,796.86	966.61	16,763.47	
3700	Specialized Secondary Programs	2,677,162.87	13,570.16	2,690,733.03	164,645.58	2,855,378.61	
3800	Career Technical Education	6,925,721.29	0.00	6,925,721.29	423,783.92	7,349,505.21	
4110	Regular Education, Adult	0.00	0.00	0.00	0.00	0.00	
4610	Adult Independent Study Centers	0.00	0.00	0.00	0.00	0.00	
4620	Adult Correctional Education	0.00	0.00	0.00	0.00	0.00	
4630	Adult Career Technical Education	0.00	0.00	0.00	0.00	0.00	
4760	Bilingual	0.00	0.00	0.00	0.00	0.00	
4850	Migrant Education	0.00	0.00	0.00	0.00	0.00	
5000-5999	Special Education	74,095,617.48	3,073,836.07	77,169,453.55	4,721,988.09	81,891,441.64	
6000	Regional Occupational Ctr/Prg (ROC/P)	0.00	0.00	0.00	0.00	0.00	
Other Goals							
7110	Nonagency - Educational	4,359,706.45	1,180,173.91	5,539,880.36	338,984.51	5,878,864.87	
7150	Nonagency - Other	189,539.81	0.00	189,539.81	11,597.91	201,137.72	
8100	Community Services	893,596.78	0.00	893,596.78	54,679.06	948,275.84	
8500	Child Care and Development Services	0.00	0.00	0.00	0.00	0.00	
Other Costs							
----	Food Services				96,372.83	96,372.83	
----	Enterprise				0.00	0.00	
----	Facilities Acquisition & Construction				7,134,242.73	7,134,242.73	
----	Other Outgo				15,335,836.18	15,335,836.18	
Other Funds							
----	Adult Education, Child Development, Cafeteria, Foundation (Column 3 + CAC, line C5) times CAC, line E)		0.00	0.00	1,382,290.99	1,382,290.99	
----	Indirect Cost Transfers to Other Funds (Net of Funds 01, 09, 62, Function 7210, Object 7350)				0.00	0.00	
----	Total General Fund and Charter Schools Funds Expenditures	319,873,246.21	41,278,502.24	361,151,748.45	23,481,116.07	407,199,316.26	

EXHIBIT F

Unaudited Actuals
2019-20
General Fund and Charter Schools Funds
Program Cost Report
Schedule of Direct Charged Costs (DCC)

Goal	Type of Program	Instruction (Functions 1000-1999)	Instructional Supervision and Administrators (Functions 2100-2200)	Library, Media, Technology and Other Instructional Resources (Functions 2420-2495)	School Administration (Function 2700)	Pupil Support Services (Functions 3110-3160 and 3900)	Pupil Transportation (Function 3600)	Auxiliary Services (Functions 4000-4999)	Community Services (Functions 5000-5999)	General Administration (Functions 7000-7999, except 7210)*	Plant Maintenance and Operations (Functions 8100-8400)	Facilities Rents and Leases (Function 8700)	Total
0901	Pre-Kindergarten	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
1110	Regular Education, K-12	168,147,180.60	2,915,062.37	2,089,876.88	21,382,443.36	22,955,878.86	(1,045,974.31)	5,911,026.66	1,570,736.25	0.00	1,570,736.25	0.00	223,926,230.47
3100	Alternative Schools	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
3200	Continuation Schools	3,982,410.25	0.00	18,157.43	857,929.47	332,561.85	0.00	21.56	405,581.87	0.00	405,581.87	0.00	5,596,662.43
3300	Independent Study Centers	774,297.30	0.00	0.00	74,186.24	0.00	0.00	0.00	289,572.09	0.00	289,572.09	0.00	1,138,055.63
3400	Opportunity Schools	0.00	0.00	55,156.14	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	55,156.14
3550	Community Day Schools	15,796.86	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	15,796.86
3700	Specialized Secondary Programs	2,031,326.28	0.00	0.00	0.00	295,012.18	0.00	0.00	350,824.41	0.00	350,824.41	0.00	2,677,162.87
3800	Career Technical Education	6,924,650.71	810.99	0.00	259.59	0.00	0.00	0.00	0.00	0.00	0.00	0.00	6,925,721.29
4110	Regular Education, Adult	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
4610	Adult Independent Study Centers	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
4620	Adult Correctional Education	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
4630	Adult Career Technical Education	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
4760	Bilingual	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
4850	Migrant Education	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
5000-5999	Special Education	66,016,767.67	142,670.01	0.00	686,527.83	2,944,815.78	3,954,300.66	0.00	350,535.53	0.00	350,535.53	0.00	74,095,617.48
6000	ROC/P	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Other Goals													
7110	Nonagency - Educational	2,011,837.89	2,123,032.14	0.00	0.00	224,836.42	0.00	0.00	0.00	0.00	0.00	0.00	4,359,706.45
7150	Nonagency - Other	0.00	0.00	0.00	0.00	0.00	0.00	189,539.81	0.00	0.00	0.00	0.00	189,539.81
8300	Community Services	0.00	0.00	0.00	0.00	0.00	0.00	0.00	875,174.76	0.00	18,422.02	0.00	893,596.78
8500	Child Care and Development Services	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total Direct Charged Costs		249,904,267.56	5,181,575.51	2,163,190.45	23,001,346.49	26,753,104.89	2,908,326.35	6,100,388.03	875,174.76	0.00	2,985,672.17	0.00	319,873,246.30

* Functions 7100-7199 for goals 8100 and 8500

EXHIBIT E

Unaudited Actuals
2019-20
General Fund and Charter Schools Funds
Program Cost Report
Schedule of Allocated Support Costs (AC)

Goal	Type of Program	Allocated Support Costs (Based on factors input on Form PCRAF)				Total
		Full-Time Equivalents	Classroom Units	Pupils Transported		
Instructional Goals						
0001	Pre-Kindergarten	0.00	0.00	0.00	0.00	0.00
1110	Regular Education, K-12	1,210,214.85	30,340,758.07	4,688,161.95	36,239,134.87	
3100	Alternative Schools	0.00	0.00	0.00	0.00	0.00
3200	Continuation Schools	13,570.16	589,724.39	0.00	603,294.55	
3300	Independent Study Centers	0.00	84,246.34	0.00	84,246.34	
3400	Opportunity Schools	0.00	84,246.34	0.00	84,246.34	
3550	Community Day Schools	0.00	0.00	0.00	0.00	0.00
3700	Specialized Secondary Programs	13,570.16	0.00	0.00	13,570.16	
3800	Career Technical Education	0.00	0.00	0.00	0.00	0.00
4110	Regular Education, Adult	0.00	0.00	0.00	0.00	0.00
4610	Adult Independent Study Centers	0.00	0.00	0.00	0.00	0.00
4620	Adult Correctional Education	0.00	0.00	0.00	0.00	0.00
4630	Adult Career Technical Education	0.00	0.00	0.00	0.00	0.00
4760	Bilingual	0.00	0.00	0.00	0.00	0.00
4850	Migrant Education	0.00	0.00	0.00	0.00	0.00
5000-5999	Special Education (allocated to 5001)	33,925.39	1,727,049.99	1,312,860.69	3,073,836.07	
6000	ROC/P	0.00	0.00	0.00	0.00	0.00
Other Goals						
7110	Nonagency - Educational	1,180,173.91	0.00	0.00	1,180,173.91	
7150	Nonagency - Other	0.00	0.00	0.00	0.00	0.00
8100	Community Services	0.00	0.00	0.00	0.00	0.00
8500	Child Care and Development Svcs.	0.00	0.00	0.00	0.00	0.00
Other Funds						
--	Adult Education (Fund 11)		0.00		0.00	0.00
--	Child Development (Fund 12)	0.00	0.00	0.00	0.00	0.00
--	Cafeteria (Funds 13 and 61)		0.00		0.00	0.00
Total Allocated Support Costs		2,451,454.47	32,826,025.13	6,001,022.64	41,278,502.24	

EXHIBIT F

Unaudited Actuals
2019-20
Program Cost Report
Schedule of Central Administration Costs (CAC)

Anaheim Union High
Orange County

30 66431 0000000
Form PCR

A. Central Administration Costs in General Fund and Charter Schools Funds		
1	Board and Superintendent (Funds 01, 09, and 62, Functions 7100-7180, Goals 0000-6999 and 9000, Objects 1000-7999)	1,458,423.37
2	External Financial Audits (Funds 01, 09, and 62, Functions 7190-7191, Goals 0000-6999 and 9000, Objects 1000-7999)	63,525.17
3	Other General Administration (Funds 01, 09, and 62, Functions 7200-7600 except 7210, Goal 0000, Objects 1000-7999)	15,289,001.14
4	Centralized Data Processing (Funds 01, 09, and 62, Function 7700, Goal 0000, Objects 1000-7999)	6,670,166.38
5	Total Central Administration Costs in General Fund and Charter Schools Funds	23,481,116.06
B. Direct Charged and Allocated Costs in General Fund and Charter Schools Funds		
1	Total Direct Charged Costs (from Form PCR, Column 1, Total)	319,873,246.21
2	Total Allocated Costs (from Form PCR, Column 2, Total)	41,278,502.24
3	Total Direct Charged and Allocated Costs in General Fund and Charter Schools Funds	361,151,748.45
C. Direct Charged Costs in Other Funds		
1	Adult Education (Fund 11, Objects 1000-5999, except 5100)	0.00
2	Child Development (Fund 12, Objects 1000-5999, except 5100)	0.00
3	Cafeteria (Funds 13 & 61, Objects 1000-5999, except 5100)	22,590,196.82
4	Foundation (Funds 19 & 57, Objects 1000-5999, except 5100)	0.00
5	Total Direct Charged Costs in Other Funds	22,590,196.82
D. Total Direct Charged and Allocated Costs (B3 + C5)		383,741,945.27
E. Ratio of Central Administration Costs to Direct Charged and Allocated Costs (A5/D)		6.12%

Type of Activity	Food Services (Function 3700)	Enterprise (Function 6000)	Facilities Acquisition & Construction (Function 8500)	Other Outgo (Functions 9000-9999)	Total
Food Services (Objects 1000-5999, 6400, and 6500)	96,372.83				96,372.83
Enterprise (Objects 1000-5999, 6400, and 6500)		0.00			0.00
Facilities Acquisition & Construction (Objects 1000-6500)			7,134,242.73		7,134,242.73
Other Outgo (Objects 1000-7999)				15,335,836.18	15,335,836.18
Total Other Costs	96,372.83	0.00	7,134,242.73	15,335,836.18	22,566,451.74

Unaudited Actuals
2019-20 Unaudited Actuals
SUMMARY OF INTERFUND ACTIVITIES
FOR ALL FUNDS

EXHIBIT E

Description	Direct Costs - Interfund Transfers In 5750	Transfers Out 5750	Indirect Costs - Interfund Transfers In 7350	Transfers Out 7350	Interfund Transfers In 8900-8929	Interfund Transfers Out 7600-7629	Due From Other Funds 9310	Due To Other Funds 9610
01 GENERAL FUND								
Expenditure Detail	0.00	(264.00)	0.00	0.00				
Other Sources/Uses Detail					0.00	1,680,375.47		
Fund Reconciliation							846,338.70	3,118,859.96
08 STUDENT ACTIVITY SPECIAL REVENUE FUND								
Expenditure Detail	0.00	0.00	0.00	0.00				
Other Sources/Uses Detail					0.00	0.00	0.00	0.00
Fund Reconciliation								
09 CHARTER SCHOOLS SPECIAL REVENUE FUND								
Expenditure Detail	0.00	0.00	0.00	0.00				
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
10 SPECIAL EDUCATION PASS-THROUGH FUND								
Expenditure Detail								
Other Sources/Uses Detail								
Fund Reconciliation							0.00	0.00
11 ADULT EDUCATION FUND								
Expenditure Detail	0.00	0.00	0.00	0.00				
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
12 CHILD DEVELOPMENT FUND								
Expenditure Detail	0.00	0.00	0.00	0.00				
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
13 CAFETERIA SPECIAL REVENUE FUND								
Expenditure Detail	0.00	0.00	0.00	0.00				
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	785,404.46
14 DEFERRED MAINTENANCE FUND								
Expenditure Detail	0.00	0.00			1,500,000.00	0.00		
Other Sources/Uses Detail							1,500,000.00	60,801.50
Fund Reconciliation								
15 PUPIL TRANSPORTATION EQUIPMENT FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
17 SPECIAL RESERVE FUND FOR OTHER THAN CAPITAL OUTLAY								
Expenditure Detail								
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
18 SCHOOL BUS EMISSIONS REDUCTION FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
19 FOUNDATION SPECIAL REVENUE FUND								
Expenditure Detail	0.00	0.00	0.00	0.00				
Other Sources/Uses Detail						0.00		
Fund Reconciliation							0.00	0.00
20 SPECIAL RESERVE FUND FOR POSTEMPLOYMENT BENEFITS								
Expenditure Detail								
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
21 BUILDING FUND								
Expenditure Detail	240.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							7,983.04	31,887.94
25 CAPITAL FACILITIES FUND								
Expenditure Detail	24.00	0.00						
Other Sources/Uses Detail					0.00	2,050,813.01		
Fund Reconciliation							1,610,873.64	24.00
30 STATE SCHOOL BUILDING LEASE/PURCHASE FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
35 COUNTY SCHOOL FACILITIES FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							60,801.50	165,646.84
40 SPECIAL RESERVE FUND FOR CAPITAL OUTLAY PROJECTS								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					2,231,188.48	0.00		
Fund Reconciliation							165,646.84	0.00
49 CAP PROJ FUND FOR BLENDED COMPONENT UNITS								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
51 BOND INTEREST AND REDEMPTION FUND								
Expenditure Detail								
Other Sources/Uses Detail					160,095.00	160,095.00		
Fund Reconciliation							0.00	0.00
52 DEBT SVC FUND FOR BLENDED COMPONENT UNITS								
Expenditure Detail								
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
53 TAX OVERRIDE FUND								
Expenditure Detail								
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
56 DEBT SERVICE FUND								
Expenditure Detail								
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
57 FOUNDATION PERMANENT FUND								
Expenditure Detail	0.00	0.00	0.00	0.00				
Other Sources/Uses Detail						0.00		
Fund Reconciliation							0.00	0.00

Unaudited Actuals
2019-20 Unaudited Actuals
SUMMARY OF INTERFUND ACTIVITIES
FOR ALL FUNDS

EXHIBIT E

Description	Direct Costs - Interfund Transfers In 5750	Transfers Out 5750	Indirect Costs - Interfund Transfers In 7350	Transfers Out 7350	Interfund Transfers In 8900-8929	Interfund Transfers Out 7600-7629	Due From Other Funds 9310	Due To Other Funds 9510
61 CAFETERIA ENTERPRISE FUND								
Expenditure Detail	0.00	0.00	0.00	0.00				
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
62 CHARTER SCHOOLS ENTERPRISE FUND								
Expenditure Detail	0.00	0.00	0.00	0.00				
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
63 OTHER ENTERPRISE FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
66 WAREHOUSE REVOLVING FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
67 SELF-INSURANCE FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
71 RETIREE BENEFIT FUND								
Expenditure Detail								
Other Sources/Uses Detail					0.00			
Fund Reconciliation							0.00	0.00
73 FOUNDATION PRIVATE-PURPOSE TRUST FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00			
Fund Reconciliation							0.00	0.00
76 WARRANT/PASS-THROUGH FUND								
Expenditure Detail								
Other Sources/Uses Detail								
Fund Reconciliation							0.00	29,019.02
95 STUDENT BODY FUND								
Expenditure Detail								
Other Sources/Uses Detail								
Fund Reconciliation							0.00	0.00
TOTALS	264.00	(264.00)	0.00	0.00	3,891,283.48	3,891,283.48	4,191,643.72	4,191,643.72

Object Code	Description	Special Education, Unspecified (Goal 5001)	Regionalized Services (Goal 5050)	Regionalized Program Specialist (Goal 5060)	Special Education, Infants (Goal 5710)	Special Education, Preschool Students (Goal 5730)	Spec. Education, Severely Disabled (Goal 5750)	Spec. Education, Ages 5-22 Nonseverely Disabled (Goal 5770)	Adjustments*	Total
UNDUPLICATED PUPIL COUNT										
TOTAL EXPENDITURES (Funds 01, 09, & 62; resources 0000-9999)										
1000-1999	Certificated Salaries	168,595.99	0.00	0.00	0.00	0.00	6,194,925.27	18,707,833.01		25,071,354.27
2000-2999	Classified Salaries	2,213,807.08	0.00	0.00	0.00	0.00	8,664,450.68	7,785,551.26		18,663,809.02
3000-3999	Employee Benefits	1,635,021.23	0.00	0.00	0.00	0.00	9,459,223.73	16,198,381.58		27,292,626.54
4000-4999	Books and Supplies	101,450.24	0.00	0.00	0.00	0.00	120,385.13	69,643.69		291,479.06
5000-5999	Services and Other Operating Expenditures	2,083,917.11	0.00	0.00	0.00	0.00	404,724.40	287,707.08		2,776,348.59
6000-6999	Capital Outlay	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00
7130	Slate Special Schools	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00
7430-7439	Debt Service	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00
	Total Direct Costs	6,202,791.65	0.00	0.00	0.00	0.00	24,843,709.21	43,049,116.62	0.00	74,095,617.48
7310	Transfers of Indirect Costs	237,532.04	0.00	0.00	0.00	0.00	0.00	0.00		237,532.04
7350	Transfers of Indirect Costs - Interfund	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00
PCRA	Program Cost Report Allocations	3,073,896.01	0.00	0.00	0.00	0.00	0.00	0.00		3,073,896.01
	Total Indirect Costs and PCR Allocations	3,311,368.05	0.00	0.00	0.00	0.00	0.00	0.00	0.00	3,311,368.05
	TOTAL COSTS	9,514,159.70	0.00	0.00	0.00	0.00	24,843,709.21	43,049,116.62	0.00	77,406,985.53
FEDERAL EXPENDITURES (Funds 01, 09, and 62; resources 3000-5999, except 3385)										
1000-1999	Certificated Salaries	0.00	0.00	0.00	0.00	0.00	0.00	8,984.48		8,984.48
2000-2999	Classified Salaries	0.00	0.00	0.00	0.00	0.00	0.00	2,915,356.81		2,915,356.81
3000-3999	Employee Benefits	0.00	0.00	0.00	0.00	0.00	0.00	2,426,520.90		2,426,520.90
4000-4999	Books and Supplies	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00
5000-5999	Services and Other Operating Expenditures	335,381.00	0.00	0.00	0.00	0.00	0.00	147,809.37		483,190.37
6000-6999	Capital Outlay	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00
7130	Slate Special Schools	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00
7430-7439	Debt Service	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00
	Total Direct Costs	335,381.00	0.00	0.00	0.00	0.00	0.00	5,498,673.56	0.00	5,834,054.56
7310	Transfers of Indirect Costs	237,532.04	0.00	0.00	0.00	0.00	0.00	0.00		237,532.04
7350	Transfers of Indirect Costs - Interfund	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00
	Total Indirect Costs	237,532.04	0.00	0.00	0.00	0.00	0.00	0.00	0.00	237,532.04
	TOTAL BEFORE OBJECT 8980	572,913.04	0.00	0.00	0.00	0.00	0.00	5,498,673.56	0.00	6,071,586.60
8980	Less: Contributions from Unrestricted Revenues to Federal Resources (Resources 3310-3400, except 3385, all goals; resources 3000-3178 & 3410-5810, goals 5000-5999)									0.00
	TOTAL COSTS									6,071,586.60

Object Code	Description	Special Education, Unspecified (Goal 5001)	Regionalized Services (Goal 5050)	Regionalized Program Specialist (Goal 5060)	Special Education, Infants (Goal 5710)	Special Education, Preschool Students (Goal 5730)	Spec. Education, Severely Disabled (Goal 5750)	Spec. Education, Ages 5-22 Nonseverely Disabled (Goal 5770)	Adjustments*	Total
STATE AND LOCAL EXPENDITURES (Funds 01, 09, & 62; resources 0000-2999, 3385, & 6000-9999)										
1000-1999	Certificated Salaries	168,595.99	0.00	0.00	0.00	0.00	6,194,925.27	18,698,848.53		25,052,369.79
2000-2999	Classified Salaries	2,213,807.08	0.00	0.00	0.00	0.00	8,664,450.68	4,870,192.45		15,748,450.21
3000-3999	Employee Benefits	1,635,021.23	0.00	0.00	0.00	0.00	9,459,223.73	13,771,860.68		24,866,105.64
4000-4999	Books and Supplies	101,450.24	0.00	0.00	0.00	0.00	120,365.13	69,643.69		291,479.06
5000-5999	Services and Other Operating Expenditures	1,748,536.11	0.00	0.00	0.00	0.00	404,724.40	139,897.71		2,293,158.22
6000-6999	Capital Outlay	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00
7130	State Special Schools	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00
7430-7439	Debt Service	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00
Total Direct Costs										
7310	Transfers of Indirect Costs	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00
7350	Transfers of Indirect Costs - Interfund	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00
PCRA	Program Cost Report Allocations	3,073,836.01								3,073,836.01
Total Indirect Costs and PCR Allocations										
TOTAL BEFORE OBJECT 8980										
8980	Contributions from Unrestricted Revenues to Federal Resources (from Federal Expenditures section)	8,941,246.66	0.00	0.00	0.00	0.00	24,843,709.21	37,550,443.06	0.00	71,335,398.93
TOTAL COSTS										
LOCAL EXPENDITURES (Funds 01, 09, & 62; resources 0000-1999 & 8000-9999)										
1000-1999	Certificated Salaries	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00
2000-2999	Classified Salaries	2,150,885.80	0.00	0.00	0.00	0.00	0.00	0.00		2,150,885.80
3000-3999	Employee Benefits	1,505,121.20	0.00	0.00	0.00	0.00	0.00	450,080.00		1,955,201.20
4000-4999	Books and Supplies	22,389.04	0.00	0.00	0.00	0.00	0.00	0.00		22,389.04
5000-5999	Services and Other Operating Expenditures	200.00	0.00	0.00	0.00	0.00	0.00	2,156.94		2,356.94
6000-6999	Capital Outlay	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00
7130	State Special Schools	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00
7430-7439	Debt Service	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00
Total Direct Costs										
7310	Transfers of Indirect Costs	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00
7350	Transfers of Indirect Costs - Interfund	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00
Total Indirect Costs										
TOTAL BEFORE OBJECT 8980										
8980	Contributions from Unrestricted Revenues to Federal Resources (from Federal Expenditures section)	3,678,596.04	0.00	0.00	0.00	0.00	0.00	452,236.94	0.00	4,130,832.98
8980	Contributions from Unrestricted Revenues to State Resources (Resources 3385, 6500, 6510, & 7240, all goals; resources 2000-2999 & 6010-7810, except 6500, 6510, & 7240, goals 5000-5999)	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00
TOTAL COSTS										
44,756,838.29										
48,887,671.27										

* Attach an additional sheet with explanations of any amounts in the Adjustments column.

2018-19 Expenditures	A. State and Local	B. Local Only
1. Enter Total Costs amounts from the 2018-19 Report SEMA, 2018-19 Expenditures by LEA (LE-CY) worksheet, Total Column, for the State and Local Expenditures section and the Local Expenditures section	66,370,142.38	45,899,800.98
2. Enter audit adjustments of 2018-19 special education expenditures from SACS2020ALL data, not included in Line 1 (explain below) (Funds 01, 09, and 62; resources 0000-2999 & 6000-9999; Object 9793)		
3. Enter restatements of 2019-20 special education beginning fund balances from SACS2020ALL data, not included in Line 1 (explain below) (Funds 01, 09, and 62; resources 0000-2999 & 6000-9999; Object 9795)		
4. Enter any other adjustments, not included in Line 1 (explain below)		
5. 2018-19 Expenditures, Adjusted for 2019-20 MOE Calculation (Sum lines 1 through 4)	66,370,142.38	45,899,800.98
C. Unduplicated Pupil Count		
1. Enter the unduplicated pupil count reported in 2018-19 Report SEMA, 2018-19 Expenditures by LEA (LE-CY) worksheet	3,747.00	
2. Enter any adjustments not included in Line C1 (explain below)		
3. 2018-19 Unduplicated Pupil Count, Adjusted for 2019-20 MOE Calculation (Line C1 plus Line C2)	3,747.00	

SELPA: (??)

This form is used to check maintenance of effort (MOE) for an LEA, whether the LEA is a member of a SELPA or is a single-LEA SELPA. If a member of a SELPA, submit this form together with the 2019-20 Expenditures by LEA (LE-CY) and the 2018-19 Expenditures by LEA (LE-PY) to the SELPA AU. If a single-LEA SELPA, submit the forms to the CDE.

Per the federal Subsequent Years Rule, in order to determine the required level of effort, the LEA must look back to the last fiscal year in which the LEA maintained effort using the same method by which it is currently establishing the compliance standard. To meet the requirement of the Subsequent Years Rule, the LMC-A worksheet has been revised to make changes to sections 3.A.1, 3.A.2, 3.B.1, and 3.B.2. The revised sections allow the LEA to compare the 2019-20 expenditures to the most recent fiscal year the LEA met MOE using that method, which is the comparison year. To ensure the LEA is comparing 2019-20 expenditures to the appropriate comparison year, the LEA is required to complete the Subsequent Years Tracking (SYT) worksheet with their LMC-A worksheet. The SYT worksheet tracks the result for each of the four methods back to FY 2011-12, which is the baseline year for LEA MOE calculations established by the Office of Special Education Programs. The SYT worksheet is available at: <http://www.cde.ca.gov/sp/se/as/documents/subseqyrtrckwrksht.xls>.

There are four methods that the LEA can use to demonstrate the compliance standard. They are (1) combined state and local expenditures; (2) combined state and local expenditures on a per capita basis; (3) local expenditures only; and (4) local expenditures only on a per capita basis.

The LEA is only required to pass one of the tests to meet the MOE requirement. However, the LEA is required to show results for all four methods. These results are necessary both for historical purposes and for the possibility that the LEA may want, or need, to switch methods in future years.

SECTION 1 Exempt Reduction Under 34 CFR Section 300.204

If your LEA determines that a reduction in expenditures occurred as a result of one or more of the following conditions, you may calculate a reduction to the required MOE standard. Reductions may apply to combined state and local MOE standard, local only MOE standard, or both. If the LEA meets one of the conditions below, the LEA must complete and include the IDEA MOE Exemption Worksheet available at: <http://www.cde.ca.gov/sp/se/as/documents/leamoeexempwrksht.xls>

1. Voluntary departure, by retirement or otherwise, or departure for just cause, of special education or related services personnel.
2. A decrease in the enrollment of children with disabilities.
3. The termination of the obligation of the agency to provide a program of special education to a particular child with a disability that is an exceptionally costly program, as determined by the SEA, because the child:
 - a. Has left the jurisdiction of the agency;
 - b. Has reached the age at which the obligation of the agency to provide free appropriate public education (FAPE) to the child has terminated; or
 - c. No longer needs the program of special education.
4. The termination of costly expenditures for long-term purchases, such as the acquisition of equipment or the construction of school facilities.
5. The assumption of cost by the high cost fund operated by the SEA under 34 CFR Sec. 300.704(c).

Provide the condition number, if any, to be used in the calculation below:	State and Local	Local Only
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
Total exempt reductions	0.00	0.00

SELPA: (??)

SECTION 2 Reduction to MOE Requirement Under IDEA, Section 613 (a)(2)(C) (34 CFR Sec. 300.205)

IMPORTANT NOTE: Only LEAs that have a "meets requirement" compliance determination and that are not found significantly disproportionate for the current year are eligible to use this option to reduce their MOE requirement.

Up to 50% of the increase in IDEA Part B Section 611 funding in current year compared with prior year may be used to reduce the required level of state and local expenditures. This option is available only if the LEA used or will use the freed up funds for activities authorized under the Elementary and Secondary Education Act (ESEA) of 1965. Also, the amount of Part B funds used for early intervening services (34 CFR 300.226(a)) will count toward the maximum amount by which the LEA may reduce its MOE requirement under this exception [P.L. 108-446].

	State and Local	Local Only
Current year funding (IDEA Section 611 Local Assistance Grant Award - Resource 3310)	_____	
Less: Prior year's funding (IDEA Section 611 Local Assistance Grant Awards - Resource 3310)	_____	
Increase in funding (if difference is positive)	0.00	
Maximum available for MOE reduction (50% of increase in funding)	0.00 (a)	
Current year funding (IDEA Section 619 - Resource 3315)	_____	
Maximum available for early intervening services (EIS) (15% of current year funding - Resources 3310 and 3315)	0.00 (b)	

If (b) is greater than (a).		
Enter portion to set aside for EIS (cannot exceed line (b), Maximum available for EIS)	_____ (c)	
Available for MOE reduction. (line (a) minus line (c), zero if negative)	0.00 (d)	
Enter portion used to reduce MOE requirement (cannot exceed line (d), Available for MOE reduction).	_____	_____

If (b) is less than (a).		
Enter portion used to reduce MOE requirement (first column cannot exceed line (a), Maximum available for MOE reduction, second and third columns cannot exceed (e), Portion used to reduce MOE requirement).	_____ (e)	_____
Available to set aside for EIS (line (b) minus line (e), zero if negative)	0.00 (f)	

Note: If your LEA exercises the authority under 34 CFR 300.205(a) to reduce the MOE requirement, the LEA must list the activities (which are authorized under the ESEA) paid with the freed up funds:

EXHIBIT E

SELPA: (??)

SECTION 3

A. COMBINED STATE AND LOCAL EXPENDITURES METHOD

1. Under "Comparison Year," enter the most recent year in which MOE compliance was met using the actual vs. actual method based on state and local expenditures.

	Column A	Column B	Column C
	Actual Expenditures (LE-CY Worksheet) FY 2019-20	Actual Expenditures Comparison Year FY 2018-19	Difference (A - B)
a. Total special education expenditures	77,406,985.53		
b. Less: Expenditures paid from federal sources	6,071,586.60		
c. Expenditures paid from state and local sources	71,335,398.93	66,370,142.38	
Add/Less: Adjustments required for MOE calculation Comparison year's expenditures, adjusted for MOE calculation		0.00	
		66,370,142.38	
Less: Exempt reduction(s) for SECTION 1		0.00	
Less: 50% reduction from SECTION 2		0.00	
Net expenditures paid from state and local sources	71,335,398.93	66,370,142.38	4,965,256.55

If the difference in Column C for the Section 3.A.1 is positive or zero, the MOE compliance requirement is met based on the combination of state and local expenditures.

2. Under "Comparison Year," enter the most recent year in which MOE compliance was met using the actual vs. actual method based on the per capita state and local expenditures.

	Actual FY 2019-20	Comparison Year FY 2018-19	Difference
a. Total special education expenditures	77,406,985.53		
b. Less: Expenditures paid from federal sources	6,071,586.60		
c. Expenditures paid from state and local sources	71,335,398.93	66,370,142.38	
Add/Less: Adjustments required for MOE calculation Comparison year's expenditures, adjusted for MOE calculation		0.00	
		66,370,142.38	
Less: Exempt reduction(s) from SECTION 1		0.00	
Less: 50% reduction from SECTION 2		0.00	
Net expenditures paid from state and local sources	71,335,398.93	66,370,142.38	
d. Special education unduplicated pupil count	3,815	3,747	
e. Per capita state and local expenditures (A2c/A2d)	18,698.66	17,712.87	985.79

If the difference in Column C for the Section 3.A.2 is positive or zero, the MOE compliance requirement is met based on the per capita state and local expenditures.

SELPA: (??)

B. LOCAL EXPENDITURES ONLY METHOD

	Actual FY 2019-20	Comparison Year FY 2018-19	Difference
1. Under "Comparison Year," enter the most recent year in which MOE compliance was met using the actual vs. actual method based on local expenditures only.			
a. Expenditures paid from local sources	48,887,671.27	45,899,800.98	
Add/Less: Adjustments required for MOE calculation		0.00	
Comparison year's expenditures, adjusted for MOE calculation		45,899,800.98	
Less: Exempt reduction(s) from SECTION 1		0.00	
Less: 50% reduction from SECTION 2		0.00	
Net expenditures paid from local sources	48,887,671.27	45,899,800.98	2,987,870.29

If the difference in Column C for the Section 3.B.1 is positive or zero, the MOE compliance requirement is met based on the local expenditures only.

	Actual FY 2019-20	Comparison Year FY 2018-19	Difference
2. Under "Comparison Year," enter the most recent year in which MOE compliance was met using the actual vs. actual method based on the per capita local expenditures only.			
a. Expenditures paid from local sources	48,887,671.27	45,899,800.98	
Add/Less: Adjustments required for MOE calculation		0.00	
Comparison year's expenditures, adjusted for MOE		45,899,800.98	
Less: Exempt reduction(s) from SECTION 1		0.00	
Less: 50% reduction from SECTION 2		0.00	
Net expenditures paid from local sources	48,887,671.27	45,899,800.98	
b. Special education unduplicated pupil count	3,815	3,747	
c. Per capita local expenditures (B2a/B2b)	12,814.59	12,249.75	564.84

If the difference in Column C for the Section 3.B.2 is positive or zero, the MOE compliance requirement is met based on the per capita local expenditures only.

Jennifer Root
Contact Name

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Assistant Superintendent Business
Title

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Email Address

Object Code	Description	Special Education, Unspecified (Goal 5001)	Regionalized Services (Goal 5050)	Regionalized Program Specialist (Goal 5060)	Special Education, Infants (Goal 5710)	Special Education, Preschool Students (Goal 5730)	Spec. Education, Ages 5-22 (Goal 5760)	Adjustments*	Total
UNDUPLICATED PUPIL COUNT									
TOTAL BUDGET (Funds 01, 09, & 62; resources 0000-9999)									
1000-1999	Certificated Salaries	380,487.00	0.00	0.00	0.00	0.00	25,925,954.00		26,306,441.00
2000-2999	Classified Salaries	2,360,179.00	0.00	0.00	0.00	0.00	16,468,353.00		18,828,532.00
3000-3999	Employee Benefits	1,781,542.00	0.00	0.00	0.00	0.00	25,433,986.00		27,215,528.00
4000-4999	Books and Supplies	125,350.00	0.00	0.00	0.00	0.00	345,200.00		470,550.00
5000-5999	Services and Other Operating Expenditures	1,871,026.00	0.00	0.00	0.00	0.00	620,313.00		2,491,339.00
6000-6999	Capital Outlay	10,000.00	0.00	0.00	0.00	0.00	0.00		10,000.00
7130	State Special Schools	0.00	0.00	0.00	0.00	0.00	0.00		0.00
7430-7439	Debt Service	0.00	0.00	0.00	0.00	0.00	0.00		0.00
	Total Direct Costs	6,528,584.00	0.00	0.00	0.00	0.00	68,793,806.00	0.00	75,322,390.00
7310	Transfers of Indirect Costs	273,075.00	0.00	0.00	0.00	0.00	0.00		273,075.00
7350	Transfers of Indirect Costs - Interfund	0.00	0.00	0.00	0.00	0.00	0.00		0.00
	Total Indirect Costs	273,075.00	0.00	0.00	0.00	0.00	0.00	0.00	273,075.00
	TOTAL COSTS	6,801,659.00	0.00	0.00	0.00	0.00	68,793,806.00	0.00	75,595,465.00
STATE AND LOCAL BUDGET (Funds 01, 09, & 62; resources 0000-2999, 3385, & 6000-9999)									
1000-1999	Certificated Salaries	380,487.00	0.00	0.00	0.00	0.00	25,915,377.00		26,295,864.00
2000-2999	Classified Salaries	2,360,179.00	0.00	0.00	0.00	0.00	13,599,249.00		15,959,428.00
3000-3999	Employee Benefits	1,781,542.00	0.00	0.00	0.00	0.00	22,887,260.00		24,668,802.00
4000-4999	Books and Supplies	125,350.00	0.00	0.00	0.00	0.00	345,200.00		470,550.00
5000-5999	Services and Other Operating Expenditures	1,535,645.00	0.00	0.00	0.00	0.00	479,075.00		2,014,720.00
6000-6999	Capital Outlay	10,000.00	0.00	0.00	0.00	0.00	0.00		10,000.00
7130	State Special Schools	0.00	0.00	0.00	0.00	0.00	0.00		0.00
7430-7439	Debt Service	0.00	0.00	0.00	0.00	0.00	0.00		0.00
	Total Direct Costs	6,193,203.00	0.00	0.00	0.00	0.00	63,226,161.00	0.00	69,419,364.00
7310	Transfers of Indirect Costs	0.00	0.00	0.00	0.00	0.00	0.00		0.00
7350	Transfers of Indirect Costs - Interfund	0.00	0.00	0.00	0.00	0.00	0.00		0.00
	Total Indirect Costs	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	TOTAL BEFORE OBJECT 6980	6,193,203.00	0.00	0.00	0.00	0.00	63,226,161.00	0.00	69,419,364.00
8980	Contributions from Unrestricted Revenues to Federal Resources (Resources 3310-3400, except 3385, all goals; resources 3000-3178 & 3410-5810, goals 5000-5999)								0.00
	TOTAL COSTS								69,419,364.00

Object Code	Description	Special Education, Unspecified (Goal 5001)	Regionalized Services (Goal 5050)	Regionalized Program Specialist (Goal 5060)	Special Education, Infants (Goal 5710)	Special Education, Preschool Students (Goal 5730)	Spec. Education, Ages 5-22 (Goal 5760)	Adjustments*	Total
LOCAL BUDGET (Funds 01, 09, & 62, resources 0000-1999 & 8000-9999)									
1000-1999	Certificated Salaries	0.00	0.00	0.00	0.00	0.00	0.00		0.00
2000-2999	Classified Salaries	2,300,000.00	0.00	0.00	0.00	0.00	0.00		2,300,000.00
3000-3999	Employee Benefits	1,616,965.00	0.00	0.00	0.00	0.00	0.00		1,616,965.00
4000-4999	Books and Supplies	52,350.00	0.00	0.00	0.00	0.00	0.00		52,350.00
5000-5999	Services and Other Operating Expenditures	4,000.00	0.00	0.00	0.00	0.00	0.00		4,000.00
6000-6999	Capital Outlay	10,000.00	0.00	0.00	0.00	0.00	0.00		10,000.00
7130	State Special Schools	0.00	0.00	0.00	0.00	0.00	0.00		0.00
7430-7439	Debt Service	0.00	0.00	0.00	0.00	0.00	0.00		0.00
	Total Direct Costs	3,983,315.00	0.00	0.00	0.00	0.00	0.00	0.00	3,983,315.00
7310	Transfers of Indirect Costs	0.00	0.00	0.00	0.00	0.00	0.00		0.00
7350	Transfers of Indirect Costs - Interfund	0.00	0.00	0.00	0.00	0.00	0.00		0.00
	Total Indirect Costs	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	TOTAL BEFORE OBJECT 8980	3,983,315.00	0.00	0.00	0.00	0.00	0.00	0.00	3,983,315.00
8980	Contributions from Unrestricted Revenues to Federal Resources (from State and Local Budget section)								
8980	Contributions from Unrestricted Revenues to State Resources (Resources 3385, 6500-6540, & 7240, all goals; resources 2000-2999 & 6010-7810, except 6500-6540, & 7240; goals 5000-5999)								
	TOTAL COSTS								47,401,658.00
									51,384,973.00

* Attach an additional sheet with explanations of any amounts in the Adjustments column.

EXHIBIT E

Unaudited Actuals
Special Education Maintenance of Effort
2020-21 Budget vs. Actual Comparison Year
2019-20 Expenditures by LEA (LE-B)

Object Code	Description	Special Education, Unspecified (Goal 5001)	Regionalized Services (Goal 5050)	Regionalized Program Specialist (Goal 5060)	Special Education, Infants (Goal 5710)	Special Education, Preschool Students (Goal 5730)	Spec. Education, Severely Disabled (Goal 5750)	Spec. Education, Ages 5-22 Nonseverely Disabled (Goal 5770)	Adjustments*	Total
UNDUPLICATED PUPIL COUNT										
TOTAL EXPENDITURES (Funds 01, 05, & 62; resources 0000-9999)										
1000-1999	Certificated Salaries	168,595.99	0.00	0.00	0.00	0.00	6,194,925.27	18,707,833.01		25,071,354.27
2000-2999	Classified Salaries	2,213,807.06	0.00	0.00	0.00	0.00	8,664,450.68	7,785,551.26		18,663,809.02
3000-3999	Employee Benefits	1,635,021.23	0.00	0.00	0.00	0.00	9,459,223.73	16,198,381.58		27,292,626.54
4000-4999	Books and Supplies	101,450.24	0.00	0.00	0.00	0.00	120,385.13	69,643.69		291,479.06
5000-5999	Services and Other Operating Expenditures	2,083,917.11	0.00	0.00	0.00	0.00	404,724.40	287,707.08		2,776,348.59
6000-6999	Capital Outlay	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00
7130	State Special Schools	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00
7430-7439	Debt Service	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00
	Total Direct Costs	6,202,791.65	0.00	0.00	0.00	0.00	24,843,709.21	43,049,116.62	0.00	74,095,617.48
7310	Transfers of Indirect Costs	237,532.04	0.00	0.00	0.00	0.00	0.00	0.00		237,532.04
7350	Transfers of Indirect Costs - Interfund	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00
PCRA	Program Cost Report Allocations (non-add)	3,073,836.01								3,073,836.01
	Total Indirect Costs	237,532.04	0.00	0.00	0.00	0.00	0.00	0.00	0.00	237,532.04
	TOTAL COSTS	6,440,323.69	0.00	0.00	0.00	0.00	24,843,709.21	43,049,116.62	0.00	74,333,149.52
FEDERAL EXPENDITURES (Funds 01, 05, and 62; resources 3000-5999, except 3385)										
1000-1999	Certificated Salaries	0.00	0.00	0.00	0.00	0.00	0.00	8,984.48		8,984.48
2000-2999	Classified Salaries	0.00	0.00	0.00	0.00	0.00	0.00	2,915,358.81		2,915,358.81
3000-3999	Employee Benefits	0.00	0.00	0.00	0.00	0.00	0.00	2,426,520.90		2,426,520.90
4000-4999	Books and Supplies	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00
5000-5999	Services and Other Operating Expenditures	335,381.00	0.00	0.00	0.00	0.00	0.00	147,809.37		483,190.37
6000-6999	Capital Outlay	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00
7130	State Special Schools	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00
7430-7439	Debt Service	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00
	Total Direct Costs	335,381.00	0.00	0.00	0.00	0.00	0.00	5,498,673.56	0.00	5,834,054.56
7310	Transfers of Indirect Costs	237,532.04	0.00	0.00	0.00	0.00	0.00	0.00		237,532.04
7350	Transfers of Indirect Costs - Interfund	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00
	Total Indirect Costs	237,532.04	0.00	0.00	0.00	0.00	0.00	0.00	0.00	237,532.04
	TOTAL BEFORE OBJECT 8980	572,913.04	0.00	0.00	0.00	0.00	0.00	5,498,673.56	0.00	6,071,586.60
8980	Less: Contributions from Unrestricted Revenues to Federal Resources (Resources 3310-3400, except 3385, all goals; resources 3000-3178 & 3410-5810, goals 5000-5999)									0.00
	TOTAL COSTS									6,071,586.60

EXHIBIT E

Object Code	Description	Special Education, Unspecified (Goal 5001)	Regionalized Services (Goal 5050)	Regionalized Program Specialist (Goal 5060)	Special Education, Infants (Goal 5710)	Special Education, Preschool Students (Goal 5730)	Spec. Education, Severely Disabled (Goal 5750)	Spec. Education, Ages 5-22 Nonseverely Disabled (Goal 5770)	Adjustments*	Total
STATE AND LOCAL EXPENDITURES (Funds 01, 09, & 62; resources 0000-2999, 3385, & 6000-9999)										
1000-1999	Certificated Salaries	168,595.99	0.00	0.00	0.00	0.00	6,194,925.27	18,698,848.53		25,062,369.79
2000-2999	Classified Salaries	2,213,807.08	0.00	0.00	0.00	0.00	8,664,450.68	4,870,192.45		15,748,450.21
3000-3999	Employee Benefits	1,635,021.23	0.00	0.00	0.00	0.00	9,459,223.73	13,771,860.68		24,865,105.64
4000-4999	Books and Supplies	101,450.24	0.00	0.00	0.00	0.00	120,385.13	69,643.69		291,479.06
5000-5999	Services and Other Operating Expenditures	1,748,536.11	0.00	0.00	0.00	0.00	404,724.40	139,897.71		2,293,158.22
6000-6999	Capital Outlay	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00
7130	State Special Schools	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00
7430-7439	Debt Service	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00
	Total Direct Costs	5,867,410.65	0.00	0.00	0.00	0.00	24,843,709.21	37,550,443.06	0.00	68,261,562.92
7310	Transfers of Indirect Costs	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00
7350	Transfers of Indirect Costs - Interfund	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00
PCRA	Program Cost Report Allocations (non-add)	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00
	Total Indirect Costs	3,073,836.01	0.00	0.00	0.00	0.00	0.00	0.00	0.00	3,073,836.01
8980	Contributions from Unrestricted Revenues to Federal Resources (from Federal Expenditures section)	5,867,410.65	0.00	0.00	0.00	0.00	24,843,709.21	37,550,443.06	0.00	68,261,562.92
	TOTAL COSTS									0.00
LOCAL EXPENDITURES (Funds 01, 09, & 62; resources 0000-1999 & 8000-9999)										
1000-1999	Certificated Salaries	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00
2000-2999	Classified Salaries	2,150,885.80	0.00	0.00	0.00	0.00	0.00	0.00		2,150,885.80
3000-3999	Employee Benefits	1,505,121.20	0.00	0.00	0.00	0.00	0.00	450,080.00		1,955,201.20
4000-4999	Books and Supplies	22,389.04	0.00	0.00	0.00	0.00	0.00	0.00		22,389.04
5000-5999	Services and Other Operating Expenditures	200.00	0.00	0.00	0.00	0.00	0.00	2,156.94		2,356.94
6000-6999	Capital Outlay	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00
7130	State Special Schools	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00
7430-7439	Debt Service	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00
	Total Direct Costs	3,678,596.04	0.00	0.00	0.00	0.00	0.00	452,236.94	0.00	4,130,832.98
7310	Transfers of Indirect Costs	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00
7350	Transfers of Indirect Costs - Interfund	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00
	Total Indirect Costs	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	TOTAL BEFORE OBJECT 8980	3,678,596.04	0.00	0.00	0.00	0.00	0.00	452,236.94	0.00	4,130,832.98
8980	Contributions from Unrestricted Revenues to Federal Resources (from Federal Expenditures section)	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00
8980	Contributions from Unrestricted Revenues to State Resources (Resources 3385, 6500, 6510, & 7240, all goals; resources 2000-2999 & 6010-7810, except 6500, 6510, & 7240, goals 5000-5999)	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00
	TOTAL COSTS									0.00

* Attach an additional sheet with explanations of any amounts in the Adjustments column.

SELPA: (??)

This form is used to check maintenance of effort (MOE) for an LEA, whether the LEA is a member of a SELPA or is a single-LEA SELPA. If a member of a SELPA, submit this form together with the 2020-21 Budget by LEA (LB-B) and the 2019-20 Expenditures by LEA (LE-B) to the SELPA AU. If a single-LEA SELPA, submit the forms to the CDE.

Per the federal Subsequent Years Rule, in order to determine the required level of effort, the LEA must look back to the last fiscal year in which the LEA maintained effort using the same method by which it is currently establishing the eligibility standard. To meet the requirement of the Subsequent Years Rule, the LMC-B worksheet has been revised to make changes to sections 3.A.1, 3.A.2, 3.B.1, and 3.B.2. The revised sections allow the LEA to compare the 2020-21 budgeted expenditures to the most recent fiscal year the LEA met MOE using that method, which is the comparison year. To ensure the LEA is comparing 2020-21 budgeted expenditures to the appropriate comparison year, the LEA is required to complete the Subsequent Years Tracking (SYT) worksheet with their LMC-B worksheet. The SYT worksheet tracks the result for each of the four methods back to FY 2011-12, which is the baseline year for LEA MOE calculations established by the Office of Special Education Programs. The SYT worksheet is available at: <http://www.cde.ca.gov/sp/se/as/documents/subseqyrtrckwrksht.xls>.

There are four methods that the LEA can use to demonstrate the eligibility standard. They are (1) combined state and local expenditures; (2) combined state and local expenditures on a per capita basis; (3) local expenditures only; and (4) local expenditures only on a per capita basis.

The LEA is only required to pass one of the tests to meet the MOE requirement. However, the LEA is required to show results for all four methods. These results are necessary both for historical purposes and for the possibility that the LEA may want, or need, to switch methods in future years.

SECTION 1 Exempt Reduction Under 34 CFR Section 300.204

If your LEA determines that a reduction in expenditures occurred as a result of one or more of the following conditions, you may calculate a reduction to the required MOE standard. Reductions may apply to combined state and local MOE standard, local only MOE standard, or both. If the LEA meets one of the conditions below, the LEA must complete and include the IDEA MOE Exemption Worksheet available at: <http://www.cde.ca.gov/sp/se/as/documents/leamoeexempwrksht.xls>.

1. Voluntary departure, by retirement or otherwise, or departure for just cause, of special education or related services personnel.
2. A decrease in the enrollment of children with disabilities.
3. The termination of the obligation of the agency to provide a program of special education to a particular child with a disability that is an exceptionally costly program, as determined by the SEA, because the child:
 - a. Has left the jurisdiction of the agency;
 - b. Has reached the age at which the obligation of the agency to provide free appropriate public education (FAPE) to the child has terminated; or
 - c. No longer needs the program of special education.
4. The termination of costly expenditures for long-term purchases, such as the acquisition of equipment or the construction of school facilities.
5. The assumption of cost by the high cost fund operated by the SEA under 34 CFR Sec. 300.704(c).

Provide the condition number, if any, to be used in the calculation below:	<u>State and Local</u>	<u>Local Only</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
Total exempt reductions	<u>0.00</u>	<u>0.00</u>

SELPA: (??)

SECTION 2 **Reduction to MOE Requirement Under IDEA, Section 613 (a)(2)(C) (34 CFR Sec. 300.205)**

IMPORTANT NOTE: Only LEAs that have a "meets requirement" compliance determination and that are not found significantly disproportionate for the current year are eligible to use this option to reduce their MOE requirement.

Up to 50% of the increase in IDEA Part B Section 611 funding in current year compared with prior year may be used to reduce the required level of state and local expenditures. This option is available only if the LEA used or will use the freed up funds for activities authorized under the Elementary and Secondary Education Act (ESEA) of 1965. Also, the amount of Part B funds used for early intervening services (34 CFR 300.226(a)) will count toward the maximum amount by which the LEA may reduce its MOE requirement under this exception [P.L. 108-446].

	State and Local	Local Only
Current year funding (IDEA Section 611 Local Assistance Grant Award - Resource 3310)	_____	
Less: Prior year's funding (IDEA Section 611 Local Assistance Grant Award - Resource 3310)	_____	
Increase in funding (if difference is positive)	_____	0.00
Maximum available for MOE reduction (50% of increase in funding)	_____	0.00 (a)
Current year funding (IDEA Section 619 - Resource 3315)	_____	
Maximum available for early intervening services (EIS) (15% of current year funding - Resources 3310 and 3315)	_____	0.00 (b)

If (b) is greater than (a).
Enter portion to set aside for EIS (cannot exceed line (b), Maximum available for EIS)

	_____	(c)
--	-------	-----

Available for MOE reduction.
(line (a) minus line (c), zero if negative)

	_____	0.00 (d)
--	-------	----------

Enter portion used to reduce MOE requirement
(cannot exceed line (d), Available for MOE reduction).

	_____	_____
--	-------	-------

If (b) is less than (a).
Enter portion used to reduce MOE requirement (first column cannot exceed line (a), Maximum available for MOE reduction, second and third columns cannot exceed (e), Portion used to reduce MOE requirement).

	_____	(e)	_____
--	-------	-----	-------

Available to set aside for EIS
(line (b) minus line (e), zero if negative)

	_____	0.00 (f)
--	-------	----------

Note: If your LEA exercises the authority under 34 CFR 300.205(a) to reduce the MOE requirement, the LEA must list the activities (which are authorized under the ESEA) paid with the freed up funds:

EXHIBIT E

SELPA: (??)

SECTION 3

A. COMBINED STATE AND LOCAL EXPENDITURES METHOD

1. Under "Comparison Year," enter the most recent year in which MOE compliance was met using the actual vs. actual method based on state and local expenditures.

	Column A	Column B	Column C
	Budgeted Amounts (LB-B Worksheet) FY 2020-21	Actual Expenditures Comparison Year FY 2019-20	Difference (A - B)
a. Total special education expenditures	75,595,465.00		
b. Less: Expenditures paid from federal sources	6,176,101.00		
c. Expenditures paid from state and local sources	69,419,364.00	68,261,562.92	
Add/Less: Adjustments and/or PCRA required for MOE calculation		0.00	
Comparison year's expenditures, adjusted for MOE calculation		68,261,562.92	
Less: Exempt reduction(s) from SECTION 1		0.00	
Less: 50% reduction from SECTION 2		0.00	
Net expenditures paid from state and local sources	69,419,364.00	68,261,562.92	1,157,801.08

If the difference in Column C for the Section 3.A.1 is positive or zero, the MOE Eligibility requirement is met based on the combination of state and local expenditures.

2. Under "Comparison Year," enter the most recent year in which MOE compliance was met using the actual vs. actual method based on the per capita state and local expenditures.

	Budgeted Amounts FY 2020-21	Comparison Year FY 2019-20	Difference
a. Total special education expenditures	75,595,465.00		
b. Less: Expenditures paid from federal sources	6,176,101.00		
c. Expenditures paid from state and local sources	69,419,364.00	68,261,562.92	
Add/Less: Adjustments and/or PCRA required for MOE calculation		0.00	
Comparison year's expenditures, adjusted for MOE calculation		68,261,562.92	
Less: Exempt reduction(s) from SECTION 1		0.00	
Less: 50% reduction from SECTION 2		0.00	
Net expenditures paid from state and local sources	69,419,364.00	68,261,562.92	
d. Special education unduplicated pupil count	3815	3815	
e. Per capita state and local expenditures (A2c/A2d)	18,196.43	17,892.94	303.49

If the difference in Column C for the Section 3.A.2 is positive or zero, the MOE eligibility requirement is met based on the per capita state and local expenditures.

EXHIBIT E

SELPA: (??)

B. LOCAL EXPENDITURES ONLY METHOD

	Budget FY 2020-21	Comparison Year FY 2019-20	Difference
1. Under "Comparison Year," enter the most recent year in which MOE compliance was met using the actual vs. actual method based on local expenditures only.			
a. Expenditures paid from local sources	51,384,973.00	48,887,671.27	
Add/Less: Adjustments required for MOE calculation		0.00	
Comparison year's expenditures, adjusted for MOE calculation		48,887,671.27	
Less: Exempt reduction(s) from SECTION 1		0.00	
Less: 50% reduction from SECTION 2		0.00	
Net expenditures paid from local sources	51,384,973.00	48,887,671.27	2,497,301.73

If the difference in Column C for the Section 3.B.1 is positive or zero, the MOE eligibility requirement is met based on the local expenditures only.

	Budget FY 2020-21	Comparison Year FY 2019-20	Difference
2. Under "Comparison Year," enter the most recent year in which MOE compliance was met using the actual vs. actual method based on per capita local expenditures			
a. Expenditures paid from local sources	51,384,973.00	48,887,671.27	
Add/Less: Adjustments required for MOE calculation		0.00	
Comparison year's expenditures, adjusted for MOE calculation		48,887,671.27	
Less: Exempt reduction(s) from SECTION 1		0.00	
Less: 50% reduction from SECTION 2		0.00	
Net expenditures paid from local sources	51,384,973.00	48,887,671.27	
b. Special education unduplicated pupil count	3,815	3,815	
c. Per capita local expenditures (B2a/B2b)	13,469.19	12,814.59	654.60

If the difference in Column C for the Section 3.B.2 is positive or zero, the MOE eligibility requirement is met based on the per capita local expenditures only.

Jennifer Root
Contact Name

714-999-3555
Telephone Number

Assistant Superintendent Business
Title

root_j@auhsd.us
Email Address

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

Recalculation of the 2019-20 Appropriations Limit and Establishing the
2020-21 Estimated Appropriations Calculations

RESOLUTION NO. 2020/21-B-05

September 15, 2020

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

WHEREAS, Article XIII B of the California Constitution provides certain limitations and controls on the total annual appropriations of any school district; and

WHEREAS, Division 9 (commencing with Section 7900) of Title I of the Government Code provides for the implementation of Article XIII B; and

WHEREAS, Government Code Section 7900 provides that the governing body of each school district shall annually adopt a resolution, to identify the estimated appropriations limit for the District for the current fiscal year and the actual appropriations limit for the District for the preceding fiscal year.

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

The actual appropriations limit for the 2019-20 was \$199,374,219.66, and the appropriations in the 2019-20 budget did not exceed the limitations imposed by Article XIII B of the California Constitution.

The appropriations limit for 2020-21 is estimated to be \$201,950,822.42, and the appropriations in the 2020-21 budget do not exceed the limitations imposed by Article XIII B of the California Constitution.

BE IT FURTHER RESOLVED, that the documentation used in determining the appropriations limit shall be available to the public at 501 Crescent Way, Anaheim, California on September 15, 2020.

The foregoing resolution was passed and adopted at the regular meeting of the Board of Trustees on September 15, 2020, by the following roll call vote.

AYES:

NOES:

ABSTAIN:

ABSENT:

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

I, Michael B. Matsuda, superintendent of the Anaheim Union High School District of Orange County, California, and secretary to the Board of Trustees thereof, hereby certify that the above and foregoing resolution was duly and regularly adopted by the said Board at the regular meeting thereof held on the 15th day of September 2020 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 15th day of September 2020.

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

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

TEXTBOOKS AND INSTRUCTIONAL MATERIALS COMPLIANCE FOR 2020-21
STEPS TO ENSURE AVAILABILITY OF TEXTBOOKS AND/OR INSTRUCTIONAL
MATERIALS

RESOLUTION NO. 2020/21-E-02

September 15, 2020

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

WHEREAS, Education Code Section 60119 establishes steps and procedures to ensure the availability of textbooks and/or instructional materials in order to be eligible to receive funds for that purpose; and

WHEREAS, the procedures require that school districts take appropriate action to ensure the availability of textbooks and/or instructional materials on a yearly basis; and

WHEREAS, pursuant to Education Code Sections 60119 and 60422(b), the Board of Trustees is required to hold a public hearing to encourage participation by parents, teachers, members of the community interested in the affairs of the school district, and bargaining unit leaders; and

WHEREAS, the Board of Trustees is required to provide 10 days' notice of the public hearing or hearings; and

WHEREAS, the notice shall contain the time, place, and purpose of the hearing and be posted in three public places within the school district; and

WHEREAS, the hearing shall be held at a time that will encourage the attendance of teachers, parents and/or guardians of pupils who attend the schools in the district, and shall not take place during or immediately following school hours; and

WHEREAS, the Board of Trustees of a school district, as part of the required hearing, shall also make a written determination as to whether each pupil enrolled in a

world language or health course has sufficient textbooks and/or instructional materials that are consistent with the content and cycles of the curriculum frameworks adopted by the State Board of Education for those subjects; and

WHEREAS, the Board of Trustees shall also determine the availability of laboratory science equipment as applicable to science laboratory courses offered in grades 9 to 12, inclusive; and

WHEREAS, a public hearing was held on September 15, 2020; and

WHEREAS, the Board of Trustees is required to make a determination, through a resolution, as to whether each pupil in each school in the District has, sufficient textbooks and/or instructional materials, that are aligned to the content standards adopted pursuant to Education Code Section 60605 or 60605.8 and Education Code Section 33126(b)(6) in each of the following subjects, as appropriate, that are consistent with the content and cycles of the curriculum framework adopted by the State Board of Education:

- (i) Mathematics,
- (ii) Science,
- (iii) History-social science,
- (iv) English language arts, including the English language development component of an adopted program.
- (v) Visual and performing arts. (Not listed in Education Code Section 60605 or 33126.)

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees of the Anaheim Union High School District makes the determination that each pupil of the District has available sufficient textbooks and/or instructional materials that are aligned to the content standards adopted pursuant to Education Code Section 60605 or 60605.8 and Education Code Section 33126(b)(6) in each subject listed above, consistent with the content and cycles of the curriculum framework adopted by the State Board of Education and adopted by this Board of Trustees, in accordance with the procedures as established.

BE IT FURTHER RESOLVED that for the 2020-21 year, the Anaheim Union High School District has provided each pupil with sufficient textbooks and/or instructional materials that are aligned to the content standards adopted pursuant to Education Code

Section 60605 or 60605.8 and Education Code Section 33126(b)(6) in each subject listed above, consistent with the content and consistent with the cycles and content of the curriculum framework adopted by the State Board of Education for those subjects.

BE IT FURTHER RESOLVED that for the 2020-21 year, the Anaheim Union High School District has provided sufficient textbooks and/or instructional materials that are consistent with the content and cycles of the curriculum frameworks adopted by the State Board of Education, to each pupil enrolled in a world language or health course, and that sufficient laboratory science equipment applicable to science laboratory courses offered in grades 9 to 12, inclusive, is available to pupils.

The foregoing resolution was passed and adopted at a regular meeting of the Board of Trustees, on September 15, 2020, by the following roll call vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

STATE OF CALIFORNIA)
)
 SS
)
COUNTY OF ORANGE)

I, Michael B. Matsuda, Superintendent of the Anaheim Union High School District of Orange County, California, and Secretary to the Board of Trustees thereof, hereby certify that the above and foregoing resolution was duly and regularly adopted by the said Board of Trustees at the regular meeting thereof, held on the 15th day of September 2020, and passed, by a roll call vote of all members present of said Board.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 15th day of September 2020.

Michael B. Matsuda
Superintendent and Secretary,
Board of Trustees

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

National Hispanic Heritage Month

RESOLUTION NO. 2020/21-E-03

September 15, 2020

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

WHEREAS, the Board of Trustees of the Anaheim Union High School District honors the heritage of Hispanics and acknowledges their many contributions to our nation; and

WHEREAS, Hispanic Heritage Week began in 1968 under President Lyndon Johnson, and was expanded by President Ronald Reagan and enacted into law in 1988 to cover a 30-day period starting on September 15th, the day which represents the anniversary of independence for five Latin American countries; and

WHEREAS, during this month-long period we honor the significant contributions made, and the important presence of Hispanic Americans to the United States and celebrate the group's heritage and culture; and

WHEREAS, Hispanic Americans have helped to shape our communities throughout Orange County with profound and positive influences through a strong commitment to family, faith, and community, an enduring work ethic and many contributions to society including dedicated public servants, holding locally elected positions, serving in our board rooms, as well as our classrooms; and

WHEREAS the Federal Census Bureau estimates the Hispanic population in the United States is the largest ethnic minority with over 54 million Hispanics in the United States and with purchasing power estimated at over \$1.5 trillion, and Hispanics are becoming more educated, with college enrollment among Hispanics ages 18 to 24 more than tripling from 1996 to 2012:

NOW, THEREFORE, BE IT RESOLVED that the Anaheim Union High School District celebrates National Hispanic Heritage Month, September 15, 2020, through October 15, 2020, to value the roles and contributions of Hispanics to the local and national economies, culture, and identity.

The foregoing resolution was passed and adopted at a regular meeting of the Board of Trustees, on September 15, 2020, by the following roll call vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

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

I, Michael B. Matsuda, superintendent of the Anaheim Union High School District of Orange County, California, and secretary to the Board of Trustees thereof, hereby certify that the above and foregoing resolution was duly and regularly adopted by the said Board of Trustees at the regular meeting thereof held on the 15th day of September 2020, 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 15th day of September 2020.

Michael B. Matsuda
Superintendent and Secretary,
Board of Trustees

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

Attendance Awareness Month

RESOLUTION NO. 2020/21-E-04

September 15, 2020

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

WHEREAS, good attendance is essential to student engagement, achievement, and high school graduation, and we are committed to dedicating our attention and resources to reducing chronic absenteeism. Chronic absenteeism is defined as any pupil who misses 10 percent or more of school for any reason, making no distinction between excused or unexcused absences.

WHEREAS, Attendance Awareness Month raises public responsiveness that students who have good attendance in September are most likely to thrive all year long. Research shows that just missing two or more days of school in September is a warning sign that a student is more likely to have problems with attendance the rest of the year; and

WHEREAS, the impact of chronic absenteeism hits students particularly hard if they do not have the resources to make up for lost time in the classroom. Students who are chronically absent any year between eighth and twelfth grade are 7.4 times more likely to face systemic barriers in getting to school, including unreliable transportation, lack of access to health care, unstable or unaffordable housing, and are more likely to drop out; and

WHEREAS, Anaheim Union High School District acknowledges that good attendance matters, and improving attendance and reducing chronic absenteeism takes commitment, and collaboration. We will monitor attendance, share the data on how many students are chronically absent, and establish specific goals and actions to improve student attendance.

Delivering the right interventions to our students will provide our community with prepared graduates and productive citizenry; and

WHEREAS, Attendance Awareness Month highlights our efforts to decrease chronic absenteeism, and build a culture of attendance and college and career readiness.

THEREFORE, BE IT RESOLVED; that the Anaheim Union High School District Board of Trustees does hereby recognize September as Attendance Awareness Month. We hereby commit to focusing on reducing chronic absenteeism to give all children an equitable opportunity to learn, grow, and thrive academically, emotionally, and socially.

The foregoing resolution was passed and adopted at a regular meeting of the Board of Trustees, on September 15, 2020, by the following roll call vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

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

I, Michael B. Matsuda, superintendent of the Anaheim Union High School District of Orange County, California, and secretary to the Board of Trustees thereof, hereby certify that the above and foregoing resolution was duly and regularly adopted by the said Board of Trustees at the regular meeting thereof held on the 15th day of September 2020, 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 15th day of September 2020.

Michael B. Matsuda
Superintendent and Secretary,
Board of Trustees

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

Red Ribbon Week

RESOLUTION NO. 2020/21-E-05

September 15, 2020

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

WHEREAS, Red Ribbon Week will be celebrated in every community in America during October; and

WHEREAS, alcohol and drug abuse has continued to be at epidemic stages; and

WHEREAS, it is imperative that a united effort of community members launch visible substance abuse prevention efforts to reduce the demand for illegal drugs, alcohol, and tobacco; and

WHEREAS, business, government, law enforcement, schools, religious institutions, service organizations, youth, medical, senior citizens, military, sports teams, and individuals will demonstrate their commitment to drug-free, healthy lifestyles by wearing and displaying the symbolic red ribbons during Red Ribbon Week;

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees of the Anaheim Union High School District hereby supports October 26-30, 2020, as **Red Ribbon Week** in the District and encourages its teachers, administrators, classified employees, and all staff to wear red ribbons and display one at home, business, school, church, etc. and participate in drug awareness activities, making a visible statement that, as employees of the District, we are strongly committed to win the war against drugs.

The foregoing resolution was passed and adopted at a regular meeting of the Board of Trustees, on September 15, 2020, by the following roll call vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

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

I, Michael B. Matsuda, superintendent of the Anaheim Union High School District of Orange County, California, and secretary to the Board of Trustees thereof, hereby certify that the above and foregoing resolution was duly and regularly adopted by the said Board of Trustees at the regular meeting thereof, held on the 15th day of September 2020, and passed, by a roll call vote of all members present of said Board.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 15th day of September 2020.

Michael B. Matsuda
Superintendent and Secretary,
Board of Trustees

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

International Translation Day

RESOLUTION NO. 2020/21-E-06

September 15, 2020

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

WHEREAS, the International Translation Day will be celebrated in every community, every year in the United States on September 30, 2020; and

WHEREAS, recognizing that respect for the District's cultural and linguistic diversity is an essential prerequisite for the promotion of the spirit of openness, equity and dialogue ; and

WHEREAS, acknowledging the role of multilingualism in the activities of the District and its pursuit as a means of promoting, protecting and preserving diversity of languages and cultures; and

WHEREAS, being mindful of how language, as a fusion of the common and the unique, reflects the idea of the strength of a united community, which stems from its diversity; and

WHEREAS, noting that, as a transposition of a literary or scientific work, including technical work, from one language into another language, professional translation, including translation proper, interpretation and terminology, is indispensable to preserving clarity, a positive climate and productiveness in international public discourse and interpersonal communication; and

WHEREAS, recalling the paramount importance of the equality of the 54 different languages represented in the District, and translation and interpretation provides in Spanish, Vietnamese, Korean and Arabic languages; and

WHEREAS, recognizing the practical contribution of language professionals to furthering the vision and mission of the District; and

WHEREAS, taking note with appreciation of the efforts to preserve high quality and craftsmanship in translation, affirms that professional translation, as a trade and an art, plays an important role in upholding the mission and vision of the District, facilitating dialogue, understanding and cooperation; and

THEREFORE, BE IT RESOLVED that the Board of Trustees of the Anaheim Union High School District hereby supports September 15, 2020, as the International Translation Day in the District and encourages its teachers, administrators, classified employees, and all staff to observe International Translation Day, in an appropriate manner and in accordance with District priorities, in order to raise awareness of the importance of professional translation.

The foregoing resolution was passed and adopted at a regular meeting of the Board of Trustees, on September 15, 2020, by the following roll call vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

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

I, Michael B. Matsuda, superintendent of the Anaheim Union High School District of Orange County, California, and secretary to the Board of Trustees thereof, hereby certify that the above and foregoing resolution was duly and regularly adopted by the said Board of Trustees at the regular meeting thereof, held on the 15th day of September 2020, and passed, by a roll call vote of all members present of said Board.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 15th day of September 2020.

Michael B. Matsuda
Superintendent and Secretary,
Board of Trustees

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

WEEK OF THE SCHOOL ADMINISTRATOR
OCTOBER 11-17, 2020

RESOLUTION NO. 2020/21-HR-02

September 15, 2020

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

WHEREAS, leadership matters for California's public education system and the more than six million students it serves; and

WHEREAS, school administrators are passionate, lifelong learners who believe in the value of quality public education; and

WHEREAS, the title "school administrator" is a broad term used to define many education leadership posts. Superintendents, assistant superintendents, principals, assistant principals, special education and adult education leaders, curriculum and assessment leaders, school business officials, classified educational leaders, and other school district employees are considered administrators; and

WHEREAS, providing quality service for student success is paramount for the profession; and

WHEREAS, most school administrators began their careers as teachers. The average administrator has served in public education for more than a decade. Most of California's superintendents have served in education for more than 20 years. Such experience is beneficial in their work to effectively and efficiently lead public education and improve student achievement; and

WHEREAS, public schools operate with lean management systems. Across the nation, public schools employ fewer managers and supervisors than most public and private

sector industries including transportation, food service, manufacturing, utilities, construction, publishing, and public administration; and

WHEREAS, school leaders depend on a network of support from school communities – fellow administrators, teachers, parents, students, businesses, community members, board trustees, colleges and universities, community and faith-based organizations, elected officials, as well as district and county staff and resources – to promote ongoing student achievement and school success; and

WHEREAS, research shows great schools are led by great principals, and great districts are led by great superintendents. These site leaders are supported by extensive administrative networks throughout the State; and

WHEREAS, the state of California has declared the second full week in the month of October as the “Week of the School Administrator” in Education Code 44015.1; and

WHEREAS, the future of California’s public education system depends upon the quality of its leadership;

NOW, THEREFORE BE IT RESOLVED, by the Anaheim Union High School District Board of Trustees that all school leaders be commended for the contributions they make to successful student achievement.

The foregoing resolution was passed and adopted at a regular meeting of the Board of Trustees, on September 15, 2020, by the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

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

I, Michael B. Matsuda, superintendent of the Anaheim Union High School District, Orange County, California, and secretary to the Board of Trustees thereof, hereby certify that the above and foregoing resolution was duly and regularly adopted by the said Board of Trustees at the regular meeting thereof held on the 15th day of September 2020, 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 15th day of September 2020.

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

The Governing Board recognizes that students' emotional well-being and mental health contribute to their ability to perform to their full academic and personal potential. The Superintendent or designee shall develop strategies and services to build students' resiliency skills, help students cope with life challenges, reduce the stigma associated with mental illness, and targeted strategies aimed at vulnerable students.

The World Health Organization defines mental health as "a state of well-being in which every individual realizes his or her potential; can cope with the normal stresses of life; can work productively and fruitfully; is able to make a contribution to her or his community. Health is a state of complete physical, mental, and social well-being and not merely the absence of disease or infirmity."

About one in five youth have a diagnosable mental health disorder, which negatively impacts his/her quality of life, relationships, and academic achievement. When students have a positive perception of self and can positively interact with their peers, adults, and their community, their sense of well-being, and the impact on their academic achievement increases. The identification of early warning signs and early intervention and prevention strategies are of critical importance to ensure our students build resiliency, have a sense of safety, and are thriving in a stable academic environment.

The Superintendent or designee shall consult and collaborate with school-employed mental health professionals, the county mental health department, psychologists and other health professionals, social workers, and/or community organizations to strengthen local mental health services and develop and implement an integrated plan to support student mental health.

To the extent possible, the district shall focus on preventive strategies which increase students' connectedness to school, create a support network of peers and trusted adults, and provide techniques for conflict resolution. The district shall investigate and resolve any complaint of bullying, intimidation, harassment, or discrimination in accordance with law and district policy.

The district shall provide instruction to students that promotes their healthy mental, emotional, and social development. Health education courses shall be aligned with the state content standards and curriculum framework and shall include, but not be limited to, instruction related to identifying signs of depression and self-destructive behaviors, developing coping skills, and identifying resources that may provide assistance.

The Superintendent or designee shall provide school staff with information and training to recognize the early signs of an emerging mental health condition, identify risk factors and warning signs of suicidal intent, respond to students who have been impacted by traumatic stress, and link students with effective services and supports. Such information may also be provided to parents/guardians and families.

The Superintendent or designee shall develop a protocol for identifying and assessing students who may be suffering from an anxiety disorder, depression, eating disorder, or other severe or disabling mental illness. The Superintendent or designee may establish districtwide or school-site crisis intervention team(s) to respond to mental health concerns in the school setting.

A school social worker or other mental health professional may provide mental health counseling to students in accordance with the specialization(s) authorized on the individual's credential. School psychologists and school counselors may provide mental health support and services in accordance with the specialization(s) authorized on the individuals credential and role. As needed, students and their parents/guardians may be provided referrals to mental health services in the community and/or to mental health services at or near district schools.

If a student has an emotional or mental illness that limits a major life activity, has a record of such impairment, or is regarded as having such impairment, or may need special education and related services, the student shall be referred for an evaluation for purposes of determining whether any educational or related services are required in accordance with Section 504 of the Rehabilitation Act or the federal Individuals with Disabilities Education Act, as applicable. (Education Code 56301-56302; 29 USC 794; 28 CFR 35.108)

The Superintendent or designee shall explore potential funding sources for district programs and services that support student's mental health. In accordance with local plans and priorities, the district may apply to the county for grants for prevention and early intervention activities that are designed to prevent mental illness from becoming severe and disabling and to improve timely access for underserved populations.

Legal Reference:

EDUCATION CODE

215-216 Student suicide prevention

234.6 Posting suicide prevention policy on web site

32280-32289.5 Comprehensive safety plan

49060-49079 Student records

49600 Responsibilities of school counselors

49602 Confidentiality of student information

49604 Suicide prevention training for school counselors

56171 Duty to identify and assess children in private schools who need special education services

56300-56385 Identification, referral, and assessment for special education

WELFARE AND INSTITUTIONS CODE

5698 Emotionally disturbed youth; legislative intent

5840-5840.8 Prevention and early intervention programs

5850-5886 Children's Mental Health Services Act

UNITED STATES CODE, TITLE 20

1400-1482 Individuals with Disabilities Education Act

UNITED STATES CODE, TITLE 29

794 Rehabilitation Act of 1973, Section 504

CODE OF FEDERAL REGULATIONS, TITLE 28
35.101-35.190 Nondiscrimination on the basis of disability

CODE OF FEDERAL REGULATIONS, TITLE 34
34 CFR 300.1-300.818 Individuals with Disabilities Education Act

Management Resources:

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS
Health Education Content Standards for California Public Schools, Kindergarten Through Grade Twelve, 2008
Health Framework for California Public Schools, Kindergarten Through Grade Twelve, 2019
CENTERS FOR DISEASE CONTROL AND PREVENTION PUBLICATIONS
School Connectedness: Strategies for Increasing Protective Factors Among Youth, 2009
NATIONAL CHILD TRAUMATIC STRESS NETWORK PUBLICATIONS
Child Trauma Toolkit for Educators, 2008

WEB SITES

American Association of Suicidology: <http://www.suicidology.org>
American Foundation for Suicide Prevention: <https://afsp.org>
American Psychological Association: <http://www.apa.org>
American School Counselor Association: <https://www.schoolcounselor.org>
California Department of Education, Mental Health: <http://www.cde.ca.gov/ls/cg/mh>
California Department of Health Care Services, Mental Health Services:
<http://www.dhcs.ca.gov/services/MH>
Centers for Disease Control and Prevention, Mental Health:
<http://www.cdc.gov/mentalhealth>
National Association of School Psychologists: <https://www.nasponline.org>
National Child Traumatic Stress Network: <https://www.nctsn.org>
National Council for Behavioral Health, Mental Health First Aid:
<https://www.mentalhealthfirstaid.org>
National Institute for Mental Health: <http://www.nimh.nih.gov>
Suicide Prevention Lifeline: <https://suicidepreventionlifeline.org>
Suicide Prevention Resource Center: <https://www.sprc.org/about-suicide>
U.S. Department of Health and Human Services, Substance Abuse and Mental Health Services Administration: <http://www.samhsa.gov>

Board of Trustees
Approved: TBD
E

EDUCATION FOR HOMELESS CHILDREN**8540 (6173)**

The Governing Board desires to ensure that homeless students have access to the same free and appropriate public education provided to other students within the district. The district shall provide homeless students with access to education and other services necessary for them to meet the same challenging academic standards as other students.

Homeless students shall not be segregated into a separate school or program based on their status as homeless and shall not be stigmatized in any way.

The Superintendent or designee shall ensure that placement decisions for homeless students are based on the student's best interest as defined in law and administrative regulation.

When there are at least 15 homeless students in the district or a district school, the district's local control and accountability plan (LCAP) shall include goals and specific actions to improve student achievement and other outcomes of homeless students. (Education Code 52052, 52060)

At least annually, the Superintendent or designee shall report to the Board on outcomes for homeless students, which may include, but are not limited to, school attendance, student achievement test results, promotion and retention rates by grade level, graduation rates, suspension/expulsion rates, and other outcomes related to any goals and specific actions identified in the LCAP. Based on the evaluation data, the district shall revise its strategies as needed to better support the education of homeless students.

Legal Reference:

EDUCATION CODE:

- | | |
|-----------|--|
| 1980-1986 | County community schools |
| 2558.2 | Use of revenue limits to determine average daily attendance of homeless children |
| 39807.5 | Payment of transportation costs by parents |

UNITED STATES CODE, TITLE 42

11431-11435 McKinney-Vento Homeless Assistance Act

WEB SITES:

CDE: <http://www.cde.ca.gov/cilbranch/homeless/homelesstoc.html>

Board of Trustees

Approved: May 2003

Revised: TBD

E

EDUCATION FOR HOMELESS CHILDREN**8540 (6173)***Legal Reference:*EDUCATION CODE

48850 Educational rights; participation in extracurricular activities
 48852.5 Notice of educational rights of homeless students
 48852.7 Enrollment of homeless students
 48915.5 Recommended expulsion, homeless student with disabilities
 48918.1 Notice of recommended expulsion
 51225.1-51225.3 Graduation requirements
 52060-52077 Local control and accountability plan

CODE OF REGULATIONS, TITLE 5

4600-4687 Uniform complaint procedures

Management Resources:

CALIFORNIA CHILD WELFARE COUNCIL

Partial Credit Model Policy and Practice Recommendations

CALIFORNIA DEPARTMENT OF EDUCATION

Homeless Education Dispute Resolution Process, January 30, 2007

NATIONAL CENTER FOR HOMELESS EDUCATION PUBLICATIONS

Homeless Liaison Toolkit, 2013

U.S. DEPARTMENT OF EDUCATION GUIDANCE

Education for Homeless Children and Youth Program, Non-Regulatory Guidance, July 2004

WEB SITES

California Child Welfare Council:

<http://www.chhs.ca.gov/Pages/CAChildWelfareCouncil.aspx>

California Department of Education, Homeless Children and Youth Education:

<http://www.cde.ca.gov/sp/hs/cy>

National Center for Homeless Education at SERVE: <http://www.serve.org/nche>

National Law Center on Homelessness and Poverty: <http://www.nlchp.org>

EDUCATION FOR HOMELESS CHILDREN**8540 (6173)-R****1.0 Definitions****Definitions**

Homeless students means students who lack a fixed, regular, and adequate nighttime residence and includes: (Education Code 48852.7; 42 USC 11434a)

1. Students who are sharing the housing of other persons due to loss of housing, economic hardship, or a similar reason; are living in motels, hotels, trailer parks, or camping grounds due to the lack of alternative adequate accommodations; are living in emergency or transitional shelters; or, are abandoned in hospitals.
2. Students who have a primary nighttime residence that is a public or private place not designed for or ordinarily used as regular sleeping accommodations for human beings.
3. Students who are living in cars, parks, public spaces, abandoned buildings, substandard housing, bus or train stations, or similar settings.
4. Migratory children who qualify as homeless because they are living in conditions described in items #1-3 above.
5. Unaccompanied youth who are not in the physical custody of a parent or guardian.

School of origin means the school that the homeless student attended when permanently housed or the school in which he/she was last enrolled. If the school the homeless student attended when permanently housed is different from the school in which he/she was last enrolled, or if there is some other school that he/she attended within the preceding 15 months and with which he/she is connected, the district liaison shall determine, in consultation with and with the agreement of the homeless student and the person holding the right to make educational decisions for the student, and in the best interests of the homeless student, which school shall be deemed the school of origin. (Education Code 48852.7)

Best interest means that, in making educational and school placement decisions for a homeless student, consideration is given to, among other factors, educational stability, the opportunity to be educated in the least restrictive educational setting necessary to achieve academic progress, and the student's access to academic resources, services, and extracurricular and enrichment activities that are available to all district students. (Education Code 48850, 48853; 42 USC 11432)

District Liaison

The Superintendent designates the following staff person as the district liaison for homeless students: (42 USC 11432)

(title or position)

EDUCATION FOR HOMELESS CHILDREN**8540 (6173)-R**_____
(address)_____
(phone number)_____
(email)

The district's liaison for homeless students shall: (Education Code 48852.5; 42 USC 11432)

1. Ensure that homeless students are identified by school personnel and through coordinated activities with other entities and agencies.
2. Ensure that homeless students enroll in, and have a full and equal opportunity to succeed in, district schools.
3. Ensure that homeless families and students receive educational services for which they are eligible.
4. Inform parents/guardians of the educational and related opportunities available to their children and ensure that they are provided with meaningful opportunities to participate in the education of their children.
5. Disseminate notice of the educational rights of homeless students in district schools that provide services to homeless children and at places where they receive services, such as schools, family shelters, and hunger relief agencies (soup kitchens).
6. Mediate enrollment disputes in accordance with law, Board policy, and administrative regulation.
7. Fully inform parents/guardians of all transportation services.
8. When notified pursuant to Education Code 48918.1, assist, facilitate, or represent a homeless student who is undergoing a disciplinary proceeding that could result in his/her expulsion.
9. When notified pursuant to Education Code 48915.5, participate in an individualized education program team meeting to make a manifestation determination regarding the behavior of a student with a disability.
10. Assist a homeless student to obtain records necessary for his/her enrollment into or transfer out of district schools, including immunization, medical, and academic records.

EDUCATION FOR HOMELESS CHILDREN**8540 (6173)-R****Enrollment**

The district shall make placement decisions for homeless students based on the student's best interest. (42 USC 11432)

When making a placement decision for a homeless student, the Superintendent or designee may consider the age of the student, the distance of the commute and the impact it may have on the student's education, personal safety issues, the student's need for special instruction, the length of anticipated stay in the temporary shelter or other temporary location, likely area of future housing, school placement of siblings, and the time remaining in the school year.

However, placement decisions shall not be based on whether a homeless student lives with his/her homeless parent/guardian or has been temporarily placed elsewhere. (42 USC 11432)

In the case of an unaccompanied youth, the liaison shall assist in placement or enrollment decisions, consider the views of the student, and provide notice to the student of his/her appeal rights. (42 USC 11432)

In determining a student's best interest, a homeless student shall, to the extent feasible, be placed in his/her school of origin, unless his/her parent/guardian requests otherwise. (Education Code 48852.7; 42 USC 11432)

Once a placement decision has been made, the principal or designee shall immediately enroll the student in the school of choice. The student shall be enrolled even if he/she: (Education Code 48852.7; 42 USC 11432)

1. Has outstanding fees, fines, textbooks, or other items or monies due to the school last attended.
2. Does not have clothing normally required by the school, such as school uniforms.
3. Is unable to produce records normally required for enrollment, such as previous academic records, proof of residency, and medical records, including, but not limited to, records or other proof of immunization history.

The principal or designee shall immediately contact the school last attended by the student to obtain the relevant records. If the student needs to obtain immunizations or does not possess immunization or other medical records, the principal or designee shall refer the parent/guardian to the district liaison for homeless students. The district liaison shall assist the parent/guardian, or the student if he/she is an unaccompanied youth, in obtaining the necessary immunizations or records for the student. (42 USC 11432)

If the student is placed at a school other than his/her school of origin or the school requested by his/her parent/guardian, the Superintendent or designee shall provide the parent/guardian with a written explanation of the decision along with a statement regarding the parent/guardian's right to appeal the placement decision. (42 USC 11432)

EDUCATION FOR HOMELESS CHILDREN**8540 (6173)-R**

The student may continue attending his/her school of origin for the duration of the homelessness. (Education Code 48852.7; 42 USC 11432)

To ensure that the homeless student has the benefit of matriculating with his/her peers in accordance with the established feeder patterns, the following shall apply: (Education Code 48852.7)

1. If the student is transitioning between grade levels, he/she shall be allowed to continue in the same attendance area.
2. If the student is transitioning to a middle school or high school, and the school designated for matriculation is in another school district, he/she shall be allowed to continue to the school designated for matriculation in that district.

If the student's status changes before the end of the school year so that he/she is no longer homeless, he/she shall be allowed to stay in the school of origin: (Education Code 48852.7)

1. Through the duration of the school year if he/she is in grades K-8
2. Through graduation if he/she is in high school

Resolving Enrollment Disputes

If a dispute arises over school selection or enrollment in a particular school, the student shall be immediately admitted to the school in which enrollment is sought pending resolution of the dispute. (42 USC 11432)

The parent/guardian shall be provided with a written explanation of the placement decision, which shall be complete, as brief as possible, simply stated, and provided in language that the parent/guardian or student can understand. The written explanation shall include:

1. The district liaison's contact information.
2. A description of the district's placement decision.
3. Notice of the student's right to enroll in the school of choice pending resolution of the dispute, including the right to fully participate in all school activities.
4. Notice of the parent/guardian's right to appeal the decision to the county office of education and, if the dispute remains unresolved, to the California Department of Education.

The district liaison shall work to resolve an enrollment dispute as expeditiously as possible after receiving notice of the dispute. (42 USC 11432)

In working with a student's parents/guardians to resolve an enrollment dispute, the district liaison shall:

EDUCATION FOR HOMELESS CHILDREN**8540 (6173)-R**

1. Inform them that they may provide written and/or oral documentation to support their position.
2. Inform them that they may seek the assistance of social services, advocates, and/or service providers in having the dispute resolved.
3. Provide them a simple form that they may use and turn in to the school to initiate the dispute resolution process.
4. Provide them a copy of the dispute form they submit for their records.
5. Provide them the outcome of the dispute for their records.

If a parent/guardian disagrees with the liaison's enrollment decision, he/she may appeal the decision to the Superintendent. The Superintendent shall make a determination within five working days.

If the parent/guardian chooses to appeal the district's placement decision, the district liaison shall forward all written documentation and related paperwork to the homeless liaison at the county office of education.

Transportation

The district shall provide transportation for a homeless student to and from his/her school of origin when the student is residing within the district and the parent/guardian requests that such transportation be provided. If the student moves outside of district boundaries, but continues to attend his/her school of origin within this district, the Superintendent or designee shall consult with the superintendent of the district in which the student is now residing to agree upon a method to apportion the responsibility and costs of the transportation.(42 USC 11432)

The district shall not be obligated to provide transportation to students who continue attending their school of origin after they cease to be homeless, unless the formerly homeless student has an individualized education program that includes transportation as a necessary related service for the student. (Education Code 48852.7)

Transfer of Coursework and Credits

When a homeless student transfers into a district school, the district shall accept and issue full credit for any coursework that the student has satisfactorily completed while attending another public school, a juvenile court school, or a nonpublic, nonsectarian school or agency and shall not require the student to retake the course. (Education Code 51225.2)

If the homeless student did not complete the entire course, he/she shall be issued partial credit for the coursework completed and shall be required to take the portion of the course that he/she did not complete at his/her previous school. However, the district may require the student to retake the portion of the course completed if, in consultation with the holder of educational rights for the student, the district finds that the student is reasonably able to complete the requirements in time to

EDUCATION FOR HOMELESS CHILDREN**8540 (6173)-R**

graduate from high school. Whenever partial credit is issued to a homeless student in any particular course, he/she shall be enrolled in the same or equivalent course, if applicable, so that he/she may continue and complete the entire course. (Education Code 51225.2)

Partial credits shall be awarded on the basis of 0.5 credits for every seven class periods attended per subject. If the school is on a block schedule, each block schedule class period attended shall be equal to two regular class periods per subject. Partial credits and grades earned by a student shall be included on the student's official transcript within two business days of the district's notification of the student's transfer, as required under Education Code 49069.5.

In no event shall the district prevent a homeless student from taking or retaking a course to meet the eligibility requirements for admission to the California State University or the University of California. (Education Code 51225.2)

Applicability of Graduation Requirements

To obtain a high school diploma, a homeless student shall complete all courses required by Education Code 51225.3 and fulfill any additional graduation requirements prescribed by the Governing Board.

However, when a homeless student who has completed his/her second year of high school transfers into the district from another school district or transfers between high schools within the district, he/she shall be exempted from all district-adopted coursework and other district-established graduation requirements, unless the district makes a finding that the student is reasonably able to complete the additional requirements in time to graduate from high school by the end of his/her fourth year of high school. Within 30 calendar days of the homeless student's transfer, the Superintendent or designee shall notify the student, the person holding the right to make educational decisions for him/her, and the district liaison for homeless students of the availability of the exemption and whether the student qualifies for it. If the Superintendent or designee fails to provide this notification, the student shall be eligible for the exemption once notified, even if the notification occurs after the student is no longer homeless. (Education Code 51225.1)

To determine whether a homeless student is in his/her third or fourth year of high school, the district shall use either the number of credits he/she has earned as of the date of the transfer or the length of his/her school enrollment, whichever qualifies him/her for the exemption. (Education Code 51225.1)

The Superintendent or designee shall notify any homeless student who is granted an exemption and the person holding the right to make educational decisions for him/her how any requirements that are waived will affect the student's ability to gain admission to a postsecondary educational institution and shall provide information about transfer opportunities available through the California Community Colleges. (Education Code 51225.1)

The district shall not require or request a homeless student to transfer schools in order to qualify for an exemption and no request for a transfer solely to qualify for an exemption shall be made by a homeless student, the person holding the right to make educational decisions for the student, or the district liaison on behalf of the student. (Education Code 51225.1)

EDUCATION FOR HOMELESS CHILDREN**8540 (6173)-R**

If a homeless student is exempted from local graduation requirements, the exemption shall continue to apply after the student is no longer homeless or if he/she transfers to another school or school district. (Education Code 51225.1)

If the Superintendent or designee determines that a homeless student is reasonably able to complete district graduation requirements within his/her fifth year of high school, he/she shall: (Education Code 51225.1)

1. Inform the student and, if under 18 years of age, the person holding the right to make educational decisions for him/her, of the option available to the student to remain in school for a fifth year to complete the district's graduation requirements and how that will affect his/her ability to gain admission to a postsecondary educational institution.
2. Provide information to the homeless student about transfer opportunities available through the California Community Colleges.
3. Upon agreement with the homeless student or with the person holding the right to make educational decisions for him/her if he/she is under 18 years of age, permit the student to stay in school for a fifth year to complete the district's graduation requirements.

Eligibility for Extracurricular Activities

A homeless student who enrolls in any district school shall be immediately deemed to meet all residency requirements for participation in interscholastic sports or other extracurricular activities. (Education Code 48850)

Notification and Complaints

Information regarding the educational rights of homeless students, as specified in Education Code 51225.1 and 51225.2, shall be included in the annual uniform complaint procedures notification distributed to students, parents/guardians, employees, and other interested parties pursuant to 5 CCR 4622. (Education Code 51225.1, 51225.2)

Any complaint that the district has not complied with requirements regarding the education of homeless students, as specified in Education Code 51225.1 or 51225.2, may be filed in accordance with the district's procedures in AR 1312.3 - Uniform Complaint Procedures.

EDUCATION FOR HOMELESS CHILDREN

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Board of Trustees
Approved: June 2003
Reviewed: TBD
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The Governing Board recognizes that foster youth may face significant barriers to achieving academic success due to their family circumstances, disruption to their educational program, and their emotional, social, and other health needs. To enable such students to achieve state and district academic standards, the Superintendent or designee shall provide them with full access to the district's educational program and implement strategies identified as necessary for the improvement of the academic achievement of foster youth in the district's local control and accountability plan (LCAP).

The Superintendent or designee shall ensure that placement decisions for foster youth are based on the students' best interests as defined in law and administrative regulation. To that end, he/she shall designate a staff person as the district liaison for foster youth to help facilitate the enrollment, placement, and transfer of foster youth.

The Superintendent or designee and district liaison shall ensure that all appropriate staff, including, but not limited to, each principal, school registrar, and attendance clerk, receive training on the enrollment, placement, and transfer of foster youth and other related rights.

The Board desires to provide foster youth with a safe, positive learning environment that is free from discrimination and harassment and that promotes students' self-esteem and academic achievement. The Superintendent or designee shall develop strategies to build a foster youth's feeling of connectedness with his/her school, including, but not limited to, strategies that promote positive discipline and conflict resolution, the development of resiliency and interpersonal skills, and the involvement of foster parents, group home administrators, and/or other caretakers in school programs and activities.

To address the needs of foster youth and help ensure the maximum utilization of available funds, the Superintendent or designee shall collaborate with local agencies and officials including, but not limited to, the county placing agency, social services, probation officers, and juvenile court officers. The Superintendent or designee shall explore the feasibility of entering into agreements with these groups to coordinate services and protect the rights of foster youth.

At least annually and in accordance with the established timelines, the Superintendent or designee shall report to the Board on the outcomes for foster youth regarding the goals and specific actions identified in the LCAP, including, but not limited to, school attendance, student achievement test results, promotion and retention rates by grade level, graduation rates, and suspension/expulsion rates. As necessary, evaluation data shall be used to determine and recommend revisions to the LCAP for improving or increasing services for foster youth.

Legal Reference:

EDUCATION CODE

32228-32228.5 Student safety and violence prevention

42238.01-42238.07 Local control funding formula

42920-42925 Foster children educational services

48645-48646 Juvenile court schools

48850-48859 Educational placement of students residing in licensed children's institutions

48915.5 Suspension and expulsion; students with disabilities, including foster youth

EDUCATION FOR FOSTER YOUTH**8545 (6173.1)**

- 48918.1 Notice of expulsion hearing for foster youth
- 49061 Student records
- 49069.5 Foster care students, transfer of records
- 49076 Access to student records
- 51225.1 Exemption from district graduation requirements
- 51225.2 Pupil in foster care defined; acceptance of coursework, credits, retaking of course
- 51225.3 High school graduation
- 52060-52077 Local control and accountability plan
- 56055 Rights of foster parents in special education

HEALTH AND SAFETY CODE

- 1522.41 Training and certification of group home administrators
- 1529.2 Training of licensed foster parents
- 120341 Foster youth: school placement: immunization records

WELFARE AND INSTITUTIONS CODE

- 300 Children subject to jurisdiction
- 309 Investigation and release of child
- 317 Appointment of legal counsel
- 361 Limitations on parental or guardian control
- 366.27 Educational decision by relative providing living arrangements
- 602 Minors violating law; ward of court
- 726 Limitations on parental or guardian control
- 727 Order of care, ward of court
- 16000-16014 Foster care placement

CODE OF REGULATIONS, TITLE 5

- 4600-4670 Uniform complaint procedures

UNITED STATES CODE, TITLE 20

- 1415 Procedural safeguards; placement in alternative educational setting
- 6311 State plan

UNITED STATES CODE, TITLE 29

- 794 Rehabilitation Act of 1973, Section 504

UNITED STATES CODE, TITLE 42

- 670-679b Federal assistance for foster care programs
- 11431-11435 McKinney-Vento Homeless Assistance Act

Management Resources:**CSBA PUBLICATIONS**

- Foster Youth: Supports for Success, Governance Brief, May 2016
- Our Foster Youth: What School Boards Can Do, May 2016

ALLIANCE FOR CHILDREN'S RIGHTS PUBLICATIONS
Foster Youth Education Toolkit, December 2016
CALIFORNIA CHILD WELFARE COUNCIL
Partial Credit Model Policy and Practice Recommendations
CITIES, COUNTIES AND SCHOOLS PARTNERSHIP PUBLICATIONS
Our Children: Emancipating Foster Youth, A Community Action Guide
U.S. DEPARTMENT OF EDUCATION PUBLICATIONS
Ensuring Educational Stability for Children in Foster Care, Non-Regulatory Guidance, June 2016

WEB SITES

CSBA: <http://www.csba.org>
Alliance for Children's Rights: <http://www.kids-alliance.org>
California Child Welfare Council: <http://www.chhs.ca.gov/Pages/CACChildWelfareCouncil.aspx>
California Department of Education, Foster Youth Services: <http://www.cde.ca.gov/ls/pf/fy>
California Department of Social Services, Foster Youth Ombudsman Office:
<http://www.fosteryouthhelp.ca.gov>
California Foster Youth Education Task Force: <http://www.cfyetf.org>
California Youth Connection: <http://www.calyouthconn.org/site/cyc>
Cities, Counties and Schools Partnership: <http://www.ccspartnership.org>
Foster Ed: <http://foster-ed.org>
National Center for Youth Law: <https://youthlaw.org>

Board of Trustees
Approved: TBD
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1.0 Definitions

- 1.1 Person holding the right to make educational decisions means a responsible adult appointed by a court pursuant to Welfare and Institutions Code 361 or 726.
- 1.2 School of origin means the school that the foster youth attended when permanently housed or the school in which he/she was last enrolled. If the school the foster youth attended when permanently housed is different from the school in which he/she was last enrolled, or if there is another school that the foster youth attended within the preceding 15 months and with which the youth is connected, the district liaison for foster youth shall determine which school is the school of origin. This determination shall be made in consultation with and with the agreement of the foster youth and the person holding the right to make educational decisions for the youth, and shall be based on the best interests of the foster youth. (Education Code 48853.5)
- 1.3 Best interest means that, in making educational and school placement decisions for a foster youth, consideration is given to, among other factors, the proximity to the school at the time of placement, appropriateness of the educational setting, educational stability, the opportunity to be educated in the least restrictive educational setting necessary to achieve academic progress, and the foster youth's access to academic resources, services, and extracurricular and enrichment activities that are available to all district students. (Education Code 48850, 48853; 20 USC 6311)

2.0 District Liaison

The Superintendent designates the following position as the district's liaison for foster youth: (Education Code 48853.5)

_____ (position or title)

_____ (address)

_____ (phone number)

_____ (email)

The liaison for foster youth shall:

- 2.1 Ensure and facilitate the proper educational placement, enrollment in school, and checkout from school of students in foster care. (Education Code 48853.5)
- 2.2 Ensure proper transfer of credits, records, and grades when students in foster care transfer from one school to another or from one district to another. (Education Code 48645.5, 48853.5)
- 2.3 When a student in foster care is enrolling in a district school, the liaison shall contact the

school last attended by the student to obtain, within two business days, all academic and other records. When a foster youth is transferring to a new school, the liaison shall provide the student's records to the new school within two business days of receiving the new school's request. (Education Code 48853.5)

2.4 When required by law, notify the foster youth's attorney and the representative of the appropriate county child welfare agency when the foster youth is undergoing any expulsion or other disciplinary proceeding, including a manifestation determination prior to a change in the foster youth's placement when he/she is a student with a disability. (Education Code 48853.5, 48911, 48915.5, 48918.1)

2.5 As needed, make appropriate referrals to ensure that students in foster care receive necessary special education services and services under Section 504 of the federal Rehabilitation Act of 1973

2.6 As needed, ensure that students in foster care receive appropriate school-based services, such as counseling and health services, supplemental instruction, and after-school services

2.7 Develop protocols and procedures for creating awareness for district staff, including principals, school registrars, and attendance clerks, of the requirements for the proper enrollment, placement, and transfer of foster youth

2.8 Collaborate with the county office of education, county placing agency, county child welfare agency, county probation department, juvenile court, and other appropriate agencies to help coordinate services for the district's foster youth

2.9 Monitor the educational progress of foster youth and provide reports to the Superintendent or designee and the Governing Board based on indicators identified in the district's local control and accountability plan

The Superintendent or designee shall regularly monitor the caseload of the liaison, as well as his/her additional duties outside of the foster youth program, to determine whether adequate time and resources are available to meet the needs of foster youth in the district.

3.0 Enrollment

A student placed in a licensed children's institution or foster family home within the district shall attend programs operated by the district unless one of the following circumstances applies: (Education Code 48853, 48853.5)

3.1 The student has an individualized education program requiring placement in a nonpublic, nonsectarian school or agency or in another local educational agency.

3.2 The parent/guardian or other person holding the right to make educational decisions for the student determines that it is in the best interest of the student to be placed in another education program and submits a written statement to the district indicating that determination

and that he/she is aware of the following:

- a) The student has a right to attend a regular public school in the least restrictive environment.
- b) The alternate education program is a special education program, if applicable.
- c) The decision to unilaterally remove the student from the district school and to place him/her in an alternate education program may not be financed by the district.
- d) Any attempt to seek reimbursement for the alternate education program may be at the expense of the parent/guardian or other person holding the right to make educational decisions for the student.
- e) At the initial placement or any subsequent change in placement, the student exercises his/her right to continue in his/her school of origin, as defined above.
- f) The student may continue in the school of origin for the duration of the court's jurisdiction.
- g) If the court's jurisdiction over a grade K-8 student is terminated prior to the end of a school year, the student may continue in his/her school of origin for the remainder of the school year.
- h) If the court's jurisdiction is terminated while the student is in high school, the student may continue in his/her school of origin until he/she graduates.
- i) If the student is transitioning between school grade levels, he/she shall be allowed to continue in the district of origin in the same attendance area to provide him/her the benefit of matriculating with his/her peers in accordance with the established feeder patterns of school districts. A student who is transitioning to a middle school or high school shall be allowed to enroll in the school designated for matriculation in another school district.

The district liaison may, in consultation with and with the agreement of the foster youth and the person holding the right to make educational decisions for the youth, recommend that the youth's right to attend the school of origin be waived and he/she be enrolled in any school that students living in the attendance area in which the foster youth resides are eligible to attend. All decisions shall be made in accordance with the foster youth's best interests. (Education Code 48853.5)

3.3 Prior to making any recommendation to move a foster youth from his/her school of origin, the liaison shall provide the youth and the person holding the right to make educational decisions for the youth with a written explanation of the basis for the recommendation and how the recommendation serves the youth's best interests. (Education Code 48853.5)

The role of the liaison shall be advisory with respect to placement decisions and determination of

the school of origin. (Education Code 48853.5)

If the liaison, in consultation with the foster youth and the person holding the right to make educational decisions for the foster youth, agrees that the best interests of the youth would be served by his/her transfer to a school other than the school of origin, the principal or designee of the new school shall immediately enroll the foster youth. The foster youth shall be immediately enrolled even if he/she: (Education Code 48853.5)

- a. Has outstanding fees, fines, textbooks, or other items or monies due to the school last attended
- b. Does not have clothing normally required by the school, such as school uniforms
- c. Is unable to produce records normally required for enrollment, such as previous academic records, proof of residency, and medical records, including, but not limited to, immunization records or other documentation

If the foster youth or a person holding the right to make educational decisions for the foster youth disagrees with the liaison's enrollment recommendation, he/she may appeal to the Superintendent. The Superintendent shall make a determination within 30 calendar days of receipt of the appeal. Within 30 calendar days of receipt of the Superintendent's decision, the parent/guardian or foster youth may appeal that decision to the Board. The Board shall consider the issue at its next regularly scheduled meeting. The Board's decision shall be final.

If any dispute arises regarding the request of a foster youth to remain in the school of origin, the youth has the right to remain in the school of origin pending resolution of the dispute. (Education Code 48853.5)

4.0 Transportation

The Superintendent or designee shall collaborate with the local child welfare agency to determine how transportation will be provided, arranged, and funded in a cost-effective manner to enable foster youth to remain in their school of origin, for the duration of their time in foster care, when it is in their best interest to do so. Such transportation costs may be paid by either the child welfare agency or the district, or shared by both. (20 USC 6312)

5.0 Effect of Absences on Grades

The grades of a student in foster care shall not be lowered for any absence from school that is due to either of the following circumstances: (Education Code 49069.5)

- a. A decision by a court or placement agency to change the student's placement, in which case the student's grades shall be calculated as of the date he/she left school
- b. A verified court appearance or related court-ordered activity

6.0 Transfer of Coursework and Credits

When a foster youth transfers into a district school, the district shall accept and issue full credit for any coursework that the foster youth has satisfactorily completed while attending another public school, a juvenile court school, or a nonpublic, nonsectarian school or agency and shall not require the foster youth to retake the course. (Education Code 51225.2)

If the foster youth did not complete the entire course, he/she shall be issued partial credit for the coursework completed and shall be required to take the portion of the course that he/she did not complete at his/her previous school. However, the district may require the foster youth to retake the portion of the course completed if, in consultation with the holder of educational rights for the foster youth, the district finds that the foster youth is reasonably able to complete the requirements in time to graduate from high school. Whenever partial credit is issued to a foster youth in any particular course, he/she shall be enrolled in the same or equivalent course, if applicable, so that he/she may continue and complete the entire course. (Education Code 51225.2)

Partial credits shall be awarded on the basis of 0.5 credits for every seven class periods attended per subject. If the school is on a block schedule, each block schedule class period attended shall be equal to two regular class periods per subject. Partial credits and grades earned by a student shall be included on the student's official transcript within two business days of the district's notification of the student's transfer, as required under Education Code 49069.5.

In no event shall the district prevent a foster youth from taking or retaking a course to meet the eligibility requirements for admission to the California State University or the University of California. (Education Code 51225.2)

7.0 Applicability of Graduation Requirements

To obtain a high school diploma, a foster youth shall complete all courses required by Education Code 51225.3 and fulfill any additional graduation requirements prescribed by the Board.

However, when a foster youth who has completed his/her second year of high school transfers into the district from another school district or transfers between high schools within the district, he/she shall be exempted from all district-adopted coursework and other district-established graduation requirements, unless the district makes a finding that the student is reasonably able to complete the additional requirements in time to graduate from high school by the end of his/her fourth year of high school. Within 30 calendar days of the foster youth's transfer, the Superintendent or designee shall notify the foster youth, the person holding the right to make educational decisions for him/her, and the foster youth's social worker of the availability of the exemption and whether the foster youth qualifies for it. If the Superintendent or designee fails to provide this notification, the student shall be eligible for the exemption once notified, even if the notification occurs after the student is no longer a foster youth. (Education Code 51225.1)

To determine whether a foster youth is in his/her third or fourth year of high school, the district shall use either the number of credits the foster youth has earned as of the date of the transfer or

the length of his/her school enrollment, whichever qualifies him/her for the exemption. (Education Code 51225.1)

The Superintendent or designee shall notify any foster youth who is granted an exemption and the person holding the right to make educational decisions for him/her how any requirements that are waived will affect the foster youth's ability to gain admission to a postsecondary educational institution and shall provide information about transfer opportunities available through the California Community Colleges. (Education Code 51225.1)

The district shall not require or request a foster youth to transfer schools in order to qualify for an exemption and no request for a transfer solely to qualify for an exemption shall be made by a foster youth or any person acting on behalf of a foster youth. (Education Code 51225.1)

If a foster youth is exempted from local graduation requirements, the exemption shall continue to apply after the termination of the court's jurisdiction over the student while he/she is still enrolled in school or if he/she transfers to another school or school district. (Education Code 51225.1)

Upon making a finding that a foster youth is reasonably able to complete district graduation requirements within his/her fifth year of high school, the Superintendent or designee shall: (Education Code 51225.1)

- a. Inform the foster youth and the person holding the right to make educational decisions for him/her of the foster youth's option to remain in school for a fifth year to complete the district's graduation requirements and how that will affect his/her ability to gain admission to a postsecondary educational institution
- b. Provide information to the foster youth about transfer opportunities available through the California Community Colleges
- c. Upon agreement with the foster youth or, if he/she is under 18 years of age, the person holding the right to make educational decisions for him/her, permit the foster youth to stay in school for a fifth year to complete the district's graduation requirements

8.0 Eligibility for Extracurricular Activities

A foster youth whose residence changes pursuant to a court order or decision of a child welfare worker shall be immediately deemed to meet all residency requirements for participation in interscholastic sports or other extracurricular activities. (Education Code 48850)

9.0 Notification and Complaints

Information regarding the educational rights of foster youth shall be included in the annual uniform complaint procedures notification distributed to students, parents/guardians, employees, and other interested parties pursuant to 5 CCR 4622. (Education Code 48853, 48853.5, 49069.5, 51225.1, 51225.2)

Uniform Complaint Procedures. If the district finds merit in a complaint, the district shall

provide a remedy to the affected student. A complainant not satisfied with the district's decision may appeal the decision to the California Department of Education (CDE) and shall receive a written decision regarding the appeal within 60 days of CDE's receipt of the appeal. If the CDE finds merit in an appeal, the district shall provide a remedy to the affected student. (Education Code 48853, 48853.5, 49069.5, 51225.1, 51225.2)

Board of Trustees

Approved: TBD

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HIGH SCHOOL GRADUATION REQUIREMENTS**71105 (6146.1)**

The Board of Trustees desires to prepare all students to obtain a high school diploma so that they can take advantage of opportunities for postsecondary education and employment. The district's graduation requirements are designed to ensure minimal proficiency on curriculum standards, provide a common base of general education, encourage academic excellence and participation in enrichment studies, and comply with California law.

A single diploma will be granted by the Anaheim Union High School District. Scholastic recognition will be designated by an embossed seal placed on the diploma for superior work (honors – 3.00 to 3.49 / academic honors – 3.50 and above) in University of California “a-g” courses only.

Course Requirements

To obtain a high school diploma, students shall enroll in a minimum of 60 credits of course work in grades 9, 10, and 11 and a minimum of 50 credits of course work in grade 12 to satisfactorily complete a minimum of 220 credits, including the following:

1. 40 credits in English, including English 1, English 2, English 3, and English 4, or their equivalents.
2. 30 credits in mathematics, with 30 credits coming from 3 different levels of math, including one year of Algebra I or its equivalent.

Students may be awarded up to 10 mathematics credits for successful completion of an approved computer science course that is classified as a “category c” course based on the “a-g” course requirements for college admission. (Education Code 51225.3, 51225.35)

3. 20 credits in science, with the normal sequence for enrollment in grades 9, 10, and/or 11, including 10 credits of biological sciences and 10 credits of physical sciences. (Education Code 51225.3)
4. 30 credits in social studies, including 10 credits of world history, culture, geography or equivalent course; 10 credits of United States history, geography or equivalent course; 5 credits in American government and civics; and 5 credits in economics. (Education Code 51225.3)
5. 10 credits in visual or performing arts or 10 credits in the same world language.

HIGH SCHOOL GRADUATION REQUIREMENTS**71105 (6146.1)**

6. 10 credits in a career technical education (CTE) or career-related course.
7. 20 credits in physical education, unless the student has been otherwise exempted pursuant to other sections of the Education Code (Education Code 51225.3), including 10 credits of PE 1 and 10 credits of PE 2, or equivalents.

All students must take physical education in grade 9. A student who passes 5 of the 6 components of the Physical Fitness Test taken in grade 9 may defer the second year of required physical education until grade 11 or grade 12.

8. 5 credits in health

Incoming transfer students who have satisfactorily completed the health requirement in another school district with fewer than 5 credits will be deemed to have satisfied this requirement; however, the district minimum of 220 credits required for graduation shall continue to apply.

9. 55 credits in electives, including one district digital literacy course aligned to the International Society for Technology in Education (ISTE) National Education Technology Standards (NETS) (if not otherwise satisfied through another course meeting the above requirements).

Civic and Service Learning Requirement

In addition to the prescribed course work, all students shall satisfactorily complete 40 hours of Civic and Service Learning activities to obtain a high school diploma.

Alternative Means for Completion

Because the prescribed course of study may not accommodate the needs of some students, the Board shall provide alternative means for the completion of prescribed courses in accordance with law.

Exemptions and Waivers

A foster youth, homeless student, former juvenile court school student, child of a military family, migrant student, or newly arrived immigrant student participating in a newcomer program who transfers into the district any time after completing the second year of high school shall be required to complete all graduation requirements specified in Education Code 51225.3, but shall be exempt

HIGH SCHOOL GRADUATION REQUIREMENTS**71105 (6146.1)**

from any additional district-adopted graduation requirements, unless the Superintendent or designee makes a finding that the student is reasonably able to complete the requirements in time to graduate by the end of the fourth year of high school. Within 30 days of the transfer, any such student shall be notified of the availability of the exemption and whether the student qualifies for it. (Education Code 51225.1)

Retroactive Diplomas

Any student who completed grade 12 in the 2003-04 through 2014-15 school year and met all applicable graduation requirements other than the passage of the high school exit examination shall be granted a high school diploma. (Education Code 51413)

In addition, the district may retroactively grant high school diplomas to: (Education Code 48204.4, 51430, 51440)

1. Persons who departed California against their will while in grade 12 and did not receive a diploma because the departure interrupted their education, provided that they were in good academic standing at the time of the departure.

Persons may be considered to have departed California against their will if they were in custody of a government agency and were transferred to another state, were subject to a lawful order from a court or government agency that authorized their removal from California, were subject to a lawful order and were permitted to depart California before being removed from California pursuant to the lawful order, were removed or were permitted to depart voluntarily pursuant to the federal Immigration and Nationality Act, or departed due to other circumstances determined by the district that are consistent with the purposes of Education Code 48204.4.

In determining whether to award a diploma under these circumstances, the Superintendent or designee shall consider any coursework that may have been completed outside of the United States or through online or virtual courses.

2. Former students who were interned by order of the federal government during World War II or who are honorably discharged veterans of World War II, the Korean War, or the Vietnam War, provided that they were enrolled in a district school immediately preceding the internment or military service and did not receive a diploma because their education was interrupted due to the internment or military service in those wars.

HIGH SCHOOL GRADUATION REQUIREMENTS**71105 (6146.1)**

Deceased former students who satisfy these conditions may be granted a retroactive diploma to be received by their next of kin.

3. Veterans who entered the military service of the United States while in grade 12 and who had satisfactorily completed the first half of the work required for grade 12 in a district school.

Honorary Diplomas

The Board may grant honorary high school diplomas to: (Education Code 51225.5)

1. An international exchange student who has not completed the course of study ordinarily required for graduation, and who is returning to the home country following the completion of one academic school year in the district.
2. A student who is terminally ill.

The honorary diploma shall be clearly distinguishable from the regular diploma of graduation awarded by the district. (Education Code 51225.5)

Legal Reference:

EDUCATION CODE

- 47612 Enrollment in charter school
- 48200 Compulsory attendance
- 48204.4 Parents/guardians departing California against their will
- 48412 Certificate of proficiency
- 48430 Continuation education schools and classes
- 48645.5 Acceptance of coursework
- 48980 Required notification at beginning of term
- 49701 Interstate Compact on Educational Opportunity for Military Children
- 51224 Skills and knowledge required for adult life
- 51224.5 Algebra instruction
- 51225.1 Exemption from district graduation requirements
- 51225.2 Pupil in foster care defined; acceptance of coursework, credits, retaking of course
- 51225.3 High school graduation
- 51225.35 Mathematics course requirements; computer science

HIGH SCHOOL GRADUATION REQUIREMENTS**71105 (6146.1)**

51225.36 Instruction in sexual harassment and violence; districts that require health education for graduation
 51225.5 Honorary diplomas
 51225.6 Compression-only cardiopulmonary resuscitation
 51228 Graduation requirements
 51240-51246 Exemptions from requirements
 51250-51251 Assistance to military dependents
 51410-51413 Diplomas
 51420-51427 High school equivalency certificates
 51430 Retroactive high school diplomas
 51440 Retroactive high school diplomas
 51450-51455 Golden State Seal Merit Diploma
 51745 Independent study restrictions
 56390-56392 Recognition for educational achievement, special education
 66204 Certification of high school courses as meeting university admissions criteria
 67386 Student safety; affirmative consent standard

CODE OF REGULATIONS, TITLE 5

1600-1651 Graduation of students from grade 12 and credit toward graduation
 4600-4670 Uniform complaint procedures

COURT DECISIONS

O'Connell v. Superior Court (Valenzuela), (2006) 141 Cal.App.4th 1452

Management Resources:

WEB SITES

CSBA: <http://www.csba.org>

California Department of Education, High School: <http://www.cde.ca.gov/ci/g/hs>

University of California, List of Approved a-g Courses:

<http://www.universityofcalifornia.edu/admissions/freshman/requirements>

Board of Trustees

June 19, 1986

Revised: March 8, 1990

Revised: February 1993

Reviewed: July 1996

Revised: May 1997

HIGH SCHOOL GRADUATION REQUIREMENTS

71105 (6146.1)

Revised: April 2000
Revised: July 2001
Revised: March 2002
Reviewed: March 2003
Revised: December 2003
Revised: February 2005
Revised: November 2009
Revised: August 2010
Revised: September 2011
Revised: December 2012
Revised: March 2015
Revised: May 2016
Revised: TBD

E



ANAHEIM COMMUNITY FOUNDATION
 200 S. Anaheim, Blvd. Suite 433
 Anaheim, CA 92805
 714-765-4419 | anaheimCF.org
 501(c)(3) 33-0033023

John Guastafarro, CFRE
 Executive Director

June 30, 2020

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

Dear Ms. Huerta:

On behalf of the Anaheim Community Foundation, we are pleased to inform you that Anaheim Union High School District has been selected to receive a Response & Recovery grant to provide assistance to the Anaheim community as a result of the COVID-19 health crisis.

Your grant award of \$50,000 through the ACF, as part of an Economic Recovery Plan approved by the City Council, will be an important part of our collective efforts to strengthen and support community-based organizations who serve vulnerable communities most impacted by the pandemic. This grant is awarded for the purpose of:

Help families with lack of resources, including diapers, baby supplies, PPE, cleaning supplies, bus passes, grocery gift cards, food, gas (2 months of support).

We will communicate with you and all of our grantees through the duration of this granting program to ensure that we as a community can stay responsive to the needs of Anaheim residents.

By depositing this check, your organization agrees to:

1. Expend the funds exclusively as stated above.
2. Participate in evaluation activities over the next three months that will be initiated through the Anaheim Community Services Department.
3. Provide a Final Report within one month after all funds have been expended. The report format will be provided by ACF.
4. In addition to the required report, ACF may contact you to inquire about the status of the activities related to funding.
5. Return any part of the grant funds not used for the stated purpose of the grant.

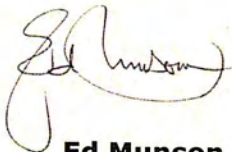
"Building community through people, partnerships, and pride since 1984."

We applaud your passion and work on behalf of those most vulnerable in our community.

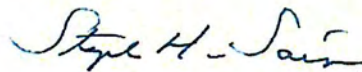
Sincerely,



John Guastaferrro
CEO/Executive Director



Ed Munson
Board Chair



Stephen H. Sain
Board Member
Chair, Grantmaking Committee

ENCL: Check #11407 for \$50,000

**SWANK MOTION PICTURES, INC.
K12 STREAMING AGREEMENT
Educational Streaming Platform**

This AGREEMENT is made between Anaheim Union High School District ("Licensee" herein) and SWANK MOTION PICTURES, INC. a Missouri corporation ("Swank" herein).

WHEREAS, Swank is an authorized distributor of copyrighted full-length feature motion pictures and television programming distributed by the studios outlined in Section 2.B below, for non-theatrical streaming rights to K-12 Institutions and Districts (such motion pictures and television programming are hereafter collectively referred to as "Titles"); and

WHEREAS, Licensee desires to exhibit Titles licensed from Swank, and Swank desires to license Titles to Licensee, pursuant to the terms and conditions set forth herein.

NOW, THEREFORE, the parties agree as follows:

1) Subject Matter and Term of Agreement

- A) Swank hereby grants Licensee non-transferrable right to give Authorized Users access to the Licensed Materials via a Secure Network solely for the purpose of research, teaching and private study (hereafter, the "Purpose") on the terms and conditions set forth herein.
- B) The term of this Agreement shall commence upon execution and continue for 12 months (the "License Period"). No titles may be shown outside of their License Period.

2) Grant of License, Delivery and Use Restrictions, Availability of Titles

- A) During the License Period and any subsequent renewal terms, Licensee shall, for the Purpose, make the Titles available to, and only to, individuals properly authenticated, authorized students currently registered for a course or courses through Licensee's institution and/or faculty and staff responsible for teaching those courses (hereafter collectively referred to as "Students, Faculty and Staff"). Authentication and authorization for off campus use by Students, Faculty and Staff shall occur through Licensee's network which must be password protected and designed to prevent access to the Titles by individuals who are not Students, Faculty or Staff.

Licensee agrees that all content will be accessed through Single Sign On if available or through secure username and password access for all Students, Faculty and Staff and Licensee is responsible for ensuring that access to the Titles off campus through is limited to Students, Faculty and Staff.

All Titles licensed to Licensee pursuant to this Agreement are to be made available to Students, Faculty and Staff expressly as permitted in this Agreement. By way of example only and without limiting the foregoing:

- i. The Titles shall be made available by Licensee only for the Purpose;
- ii. The Titles shall be delivered using only the delivery method described in this Section 2A;
- iii. The Titles in this license do not include public performance and are not intended to be used in conjunction with any public performance/site licensing. This includes but is not limited to after school programs, event based showings, classroom rewards, rainy day recess or any other showings outside of specific educational use within the classroom or assigned as homework.

- B) From time to time Producers may withdraw or suspend the licensing rights for one or more of their Titles. Upon receiving written notice of such withdrawal or suspension, Licensee will immediately (i) withdraw the subject Titles from its library; (ii) suspend access to the subject Titles; and (iii) return any physical copies provided by Swank back to Swank along with all subject Titles and/or digital files and digital media related thereto. The withdrawal or suspension of Titles as described in this paragraph shall not affect the validity or

SWANK MOTION PICTURES, INC.
K12 STREAMING AGREEMENT
Educational Streaming Platform

enforceability of this Agreement. In the event that that licensing rights are suspended or withdrawn, Swank shall provide alternative content as a replacement to be used for the duration of the license.

3) License and Rental Fee and Payment Terms

A) In consideration of the License granted herein, Licensee shall pay to Swank the following License and Fees:

- \$26,100 for
 - 200 titles for one year duration through the end of the License Period
 - 200 TBD titles to be added through the end of the License Period

B) Payment of all applicable sales, use or similar taxes is the responsibility of Licensee.

C) Swank will render invoices to Licensee immediately upon execution of this Agreement unless otherwise stated and are payable by Licensee within 30 days of receipt. In the event of a late payment, the statutory interest rate shall apply and be added as a late fee on the next invoice.

4) Marketing and Additional Use Restrictions. Titles are provided for educational support and promotion or awareness of content shall be solely based on classroom need. Students may only be granted access to individual titles based on classroom assignment and may not be provided access to the database of Swank films. Advertising the availability of the Swank database of Titles shall be strictly limited to typical communication channels intended to inform Teachers and Staff of services and resources available to them. Promoting the availability of individual movies shall be limited to learning management system (including Google Classroom) and classroom announcements as needed for the Purpose. Advertising the general availability of the Titles through public media such as radio, television, newspaper or Internet is strictly prohibited.

Titles may not be duplicated, edited, altered, copied, modified, or recorded in any way, by use of computer or digital recording device or otherwise. Ownership of the Titles shall at all times be vested in the applicable Producer and Licensee shall acquire no ownership rights therein.

Licensee shall immediately notify Swank (including confirming in writing) of any loss, theft, injury, piracy, destruction, duplication, editing, alteration or use of Titles.

5) Breach of Agreement. Because of the specific nature of this Agreement, in addition to all other remedies available to Swank, in the event Licensee breaches any term or condition hereof, Swank may, at its option and in its sole discretion, immediately terminate this Agreement, in which case Licensee will immediately and fully (i) withdraw the Titles from its library; (ii) suspend access to the Titles; and (iii) return to Swank all Titles and/or digital files and digital media related thereto. Notwithstanding the preceding sentence, in the event Licensee is in breach of Section 3A, 3B or 3C, Licensee shall have 30 days to cure such breach before Swank may terminate the Agreement.

In the event Swank breaches any term or condition of this Agreement, Licensee may terminate the Agreement after giving Swank written notice of the breach and passage of a 30-day cure period.

6) Warranties. Swank represents and warrants it has the streaming rights for all Titles licensed to Licensee.

7) Notices. All changes or notices with regard to this Agreement shall be in writing and delivered personally or mailed by pre-paid certified or registered mail (return receipt requested) as follows:

**SWANK MOTION PICTURES, INC.
K12 STREAMING AGREEMENT
Educational Streaming Platform**

If to Swank:

If to Licensee :

Attn: Tim Swank
Chairman
10795 Watson Road
St. Louis, MO 63127


Attn:
Title:
Address:

- 8) **Applicable Law.** This agreement shall be governed by and constructed in accordance with the laws of the State in which Licensee is located.
- 9) **Entire Understanding, Modifications.** This Agreement represents the entire agreement between the parties with respect to the subject matter hereof and supersedes any other understandings, arrangements or agreements between the parties hereto with respect thereto. This Agreement may not be modified or amended, except by a written instrument signed by the parties, and this provision may not be waived except by written instrument signed by the parties.

The parties to this Agreement indicate their acceptance by their signatures below.

SWANK MOTION PICTURES, INC

Anaheim Union High School District

By		By	_____
Name	<u>Tim Swank</u>	Name	<u>Jaron, Fried, Ed. D.</u>
Title	<u>DC Unit</u>	Title	<u>Assistant Superintendent, Education</u>
Date	<u>8/19/2020</u>	Date	<u>September 16, 2020</u>

Anaheim Union High School District EXHIBIT A, attached, shall be incorporated and considered part of this AGREEMENT.

ANAHEIM UNION HIGH SCHOOL DISTRICT

EXHIBIT A

THIS AGREEMENT, dated the 20TH day of AUGUST, 2020, in the County of Orange, State of California, is by and between the "District", and SWANK MOTION PICTURES, INC.. (hereinafter referred to as "Contractor").

Whereas, this document, EXHIBIT A, is considered a part of the Contractor's "K12 Streaming Agreement" (hereinafter referred to as Agreement) and the terms of this EXHIBIT A shall control over any conflicting terms in the referenced Agreement;

The District and the Contractor, for the consideration stated herein, agree as follows:

1. Contractor shall timely perform within the time required by the District everything required to be performed, and shall provide, furnish and pay for all the labor, materials, supplies, tools, equipment, and all applicable taxes, utility and transportation services required pursuant to this Agreement. All of said work shall be performed and completed in a good workmanlike manner in strict accordance with all provisions of the Agreement as hereinabove defined and in accordance with applicable laws, codes, regulations, ordinances and any other legal requirements. The Contractor shall be liable to the District for any damages arising as a result of a failure to fully comply with this obligation.

2. Term of Agreement is August 20, 2020, through August 19, 2021.

3. The District shall have discretion to terminate this Agreement at any time and require Contractor to cease all work under this Agreement by providing Contractor thirty (30) days prior written notice of termination specifying the desired date of termination. Upon receipt of written notice of such termination, Contractor shall:

- (i) Cease operations as directed by District in the notice;
- (ii) Take any actions necessary, or that District may direct, for the protection and preservation of the work; and
- (iii) Not terminate any insurance provisions as required herein

In case of such termination for the District's convenience, Contractor shall be entitled to receive payment from the District for products satisfactorily received and accepted prior to the effective date of the termination. The foregoing provisions are in addition to and not in limitation of any other rights or remedies available to the District.

4. Hold Harmless and Indemnification. To the fullest extent permitted by law, the Contractor, at the Contractor's sole cost and expense, agrees to fully defend, indemnify and hold harmless, the District, including but not limited to any of its Governing Board members, officers, employees and agents, from and against any and all claims, actions, demands, costs, judgments, liens, penalties, liabilities, damages, losses, anticipated losses of revenues, and expenses, including any fees of accountants, attorneys or other professionals, arising out of, in connection with, resulting from or

related to, or claimed to be arising out of, in connection with, resulting from or related to any act or omission by the Contractor or any of its officers, agents, employees, any person performing any of the services pursuant to a direct or indirect contract with the Contractor or individual entities comprising the Contractor, in connection with or relating to, or claimed to be in connection with or relating to this Agreement, including but not limited to, any costs or liabilities arising out of or in connection with:

- (a) failure to comply with any applicable law, statute, code, ordinance, regulation, permit or orders;
- (b) any misrepresentation, misstatement or omission with respect to any statement made in the bid documents or any document furnished by the Contractor in connection therewith;
- (c) any breach of duty, obligation or requirement under the bid documents;
- (d) any failure to provide notice to any party as required under the bid documents; or
- (e) any failure to act in such a manner as to protect the District from loss, cost, expense or liability.

This indemnity shall survive termination of the Agreement or final payment thereunder. This indemnity is in addition to any other rights or remedies which the District may have under the law or under the bid documents. In the event of any claim or demand made against the District which is entitled to be indemnified hereunder, the District may in its sole discretion reserve, retain or apply any monies due to the Contractor under the bid documents for the purpose of resolving such claims; provided, however, that the District may release such funds if the Contractor provides the District with reasonable assurance of protection of the District's interests. The District shall in its sole discretion determine whether such assurances are reasonable.

5. All items shall be subject to the inspection of the District. Inspection of the items shall not relieve the Contractor from any obligation to fulfill this Agreement. Defective items shall be made good by the Contractor, and unsuitable items may be rejected, notwithstanding that such defective items have been previously overlooked by the District and accepted. If any items shall be found defective at any time before final acceptance of the complete delivery, the Contractor shall forthwith remedy such defect in a manner satisfactory to the District. All items rejected by the District at any time prior to final inspection and acceptance shall at once be removed from the place of delivery by the Contractor who shall assume and pay the cost thereof without expense to the District, and shall be replaced by items satisfactory to the District.

6. While engaged in carrying out and complying with the terms and conditions of this Contract the Contractor is an independent Contractor, and is not an officer, employee or agent of the District.

7. Contractor shall, at Contractor's sole cost and expense, provide for and maintain in full force and effect, from the commencement of services until the expiration of this Agreement, a policy or policies of insurance, in connection with the furnishing of materials, articles, or services covered

under this Agreement. Contractor agrees to provide an endorsement to this policy(s) stating, "Such insurance as is afforded by this policy shall be primary, and any insurance carried by The District shall be excess and noncontributory." In addition, Contractor agrees to name the District, its Governing Board, officers, agents and employees as additional insured under said policy. No later than five (5) calendar days after the execution of this Agreement, Contractor shall provide The District with copies of the policy or policies of insurance evidencing all coverage's and endorsements required hereunder including a provision for a thirty (30) day written notice of cancellation or reduction in coverage.

Commercial General Liability Insurance for injuries including accidental death, to any one person in an amount not less than and	<u>\$1,000,000.00</u> per occurrence	<u>\$2,000,000.00</u> general aggregate
Subject to the same limit for each person on account of one accident, in an amount not less than	<u>\$1,000,000.00</u> per occurrence	<u>\$2,000,000.00</u> general aggregate
Comprehensive Automobile Liability Insurance covering the use of all owned, non-owned and hired vehicles with combined single limit, bodily injury and property damage in an amount not less than	<u>\$1,000,000.00</u> per occurrence	<u>\$2,000,000.00</u> general aggregate
Workers' Compensation Insurance in accordance with Sections 3700 and 3800 of the Labor Code of the State of California	<u>\$1,000,000.00</u>	

8. If Contractor is a corporation, the undersigned hereby represents and warrants that the corporation is duly incorporated and in good standing in the State of _____, and that _____, whose title is _____, is authorized to act for and bind the corporation.

9. The failure of the District in any one or more instances to insist upon strict performance of any of the terms of this Agreement or to exercise any option herein conferred shall not be construed as a waiver or relinquishment to any extent of the right to assert or rely upon any such terms or option in the future.

10. The Contractor shall not assign, transfer, convey, sublet or otherwise dispose of this Agreement or of its rights, title or interest in or to the same or any part thereof. If the Contractor shall assign, transfer, convey, sublet or otherwise dispose of the Agreement or its right, title or interest therein, or any part thereof, such attempted or purported assignment, transfer, conveyance, sublease or other disposition shall be null, void and of no legal effect whatsoever; and the Agreement may, at the option of the District, be terminated, revoked and annulled, and the District shall thereupon be relieved and discharged from any and all liability and obligations growing out

of the same to the Contractor, and to its purported assignee or transferee.

11. The Contractor shall maintain books, records, documents, and other evidence and accounting procedures and practices, sufficient to reflect properly all costs of whatever nature claimed to have been incurred and anticipated to be incurred for the performance of this Agreement. The Contractor shall preserve and make available its records to the District and/or other representative agencies having a pecuniary or other bona fide interest in this Agreement including designees of the interested parties for a period of five (5) years from the date of expiration of this Agreement or until released in writing from this obligation by the District. The Contractor is responsible for any audit discrepancies involving any deviation from the terms of this Agreement, and for any commitments or expenditures in excess of amounts allotted by the District.

12. Any notice from one party to the other or otherwise under the Agreement shall be in writing and shall be dated and signed by the party giving such notice or by a duly authorized representative of such party. Any such notice shall not be effective for any purpose whatsoever unless served in one of the following manners:

- (1) If notice is given to the District, by personal delivery thereof to the District, or by depositing same in United States mail, enclosed in a sealed envelope addressed to the District, and sent by registered or certified mail with postage prepaid;
- (2) If notice is given to Contractor, by personal delivery thereof to said Contractor, or by depositing same in United States mail, enclosed in a sealed envelope addressed to said Contractor at its regular place of business or at such address as may have been established for the conduct of work under this Agreement, and sent by registered or certified mail with postage prepaid.

13. Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and the Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not currently inserted, then upon application of either party, the Agreement shall forthwith be physically amended to make such insertion or correction. The Agreement and bid documents are complementary. Contractor warrants and certifies that in the performance of this Agreement, it will comply with all applicable statutes, laws, rules, regulations and orders of the United States, and of any state or political subdivision thereof, including laws and regulations pertaining to labor, wages, hours, and other conditions of employment, and applicable price ceilings if any. The Contractor shall indemnify, hold harmless and defend the District against any and all actions, proceedings, penalties or claims arising out of the failure to comply strictly with the IRCA. Failure of the District to insist on the strict performance of the terms and conditions of this Agreement shall not constitute or be construed as a waiver or relinquishment of the District rights thereafter to enforce strict compliance with any such terms or conditions but the same shall continue in full force and effect.

14. The parties to the Agreement shall be excused from performance during the time and to the extent that they are prevented from obtaining, delivering or performing by act of God, fire, or

commandeering of materials, products, plants or facilities by the government, when satisfactory evidence thereof is presented, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the party not performing.

15. This Agreement constitutes the entire agreement of the parties. No other agreements, oral or written, pertaining to the work to be performed, exists between the parties. This Agreement can be modified only by an amendment in writing, signed by both parties.

16. The laws of the State of California shall govern the terms and conditions of this Agreement with venue in the County of Orange.

17. Each of the parties signing this Agreement warrants to the other that he or she has the full authority of the entity on behalf of which his or her signature is made.

18. The Contractor hereby certifies, under penalty of perjury, under the laws of the State of California that under the Agreement the Contractor will comply with the requirements of the Drug-Free Workplace Act of 1988 (Government Code Section 8350 et. seq.) and the Anaheim Union High School Board of Trustees's Policy (BP 6317.20). Therefore, the work site shall be kept drug and alcohol free at all times.

19. The Contractor hereby agrees, under the Agreement, he will comply with the Anaheim Union High School Board of Trustee's Policy (BP 6317.15) which states: "The Governing Board recognizes the health hazards associated with tobacco products, including the breathing of second-hand smoke and desires to provide a healthy environment for students and staff." Therefore, the work site shall be kept tobacco free and smoke-free at all times.

20. The District may, by written notice of default to the Contractor, terminate the contract in whole or in part if:

A. The Contractor fails or neglects to perform any of the services listed herein in the manner and time specified, or if, in the opinion of the District, the items(s) provided fail to perform satisfactorily;

OR

B. The Contractor fails to perform any of the other provisions of the RFP or purchase order and does not cure such failure within a period of two (2) days (or such longer period as the District may authorize in writing) after receipt of notice from the Anaheim Union High School District specifying such failure.

21. As we enter into a contract for digital resources, that Contractor must sign the California Student Data Privacy Agreement or CSDPA (attached). California has passed student data privacy laws, Ed Code 49073.1 (incorporating AB 1584) and California Business & Professions Code 22584 (incorporating SOPIPA), that require schools to only enter into contracts for digital resources that meet the stated data privacy thresholds; therefore, we need to have a signed data privacy agreement. If Contractor has a CSDPA V2 contract with an Exhibit E with another District, the District may elect to execute it's own Exhibit E.

22. At the time of contract award and during the entire term of the Agreement, the Contractor, including all subcontractors, if any, shall fully comply with the provisions of Education Code Sections 45125.1 and 45125.2 when District determines that the Contractor's employees and employees of subcontractors will have more than limited contact with pupils in the performance of the work. In addition, it shall be the District's responsibility to take appropriate steps to protect the safety of any pupils that may come in contact with the Contractor. Attached is the District's standard Fingerprint Certification form that must be completed prior to commencement of any work.

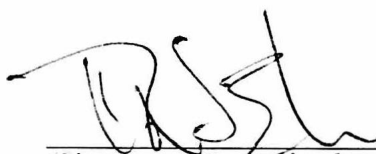
If the Contractor refuses or fails to comply with this section, such refusal or failure shall be considered sufficient cause for termination of the Agreement, in whole or in part, under Item 14., the default provision clause of the Agreement.

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

CONTRACTOR:

DISTRICT:

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



(Signature, Authorized Representative)

(Signature, Authorized Representative)

BRIAN EDWARDS
Signer's Name

Jaron Fried, Ed.d.
Assistant Superintendent, Education
Anaheim Union High School District

DC MANABIZ
Title

43-1382264
(EIN)

314-984-6219
(Telephone)

BEDWARDS@SWAK.COM
(Email Address)

8/19/2020
(Date)

9/16/20
(Date)

DISTRICT Board of Education Approval (Ratification) Date: September 15, 2020

**CERTIFICATION
CRIMINAL RECORDS CHECK
AB 1610, 1612 and 2102
RFP 2010-02**

To the Governing Board of Anaheim Union High School DISTRICT:

I, Dr. Jaron Fried, certify that:

1. I have carefully read and understand the Notice to Contractors Regarding Criminal Record Checks (Education Code Section 45125.1) required by the passage of AB 1610, 1612 and 2102.
2. Due to the nature of the work I will be performing for the DISTRICT, my employees may have contact with students of the DISTRICT.
3. None of the employees who will be performing the work have been convicted of a violent or serious felony as defined in the Notice and in Penal Code Section 1192.7 and this determination was made by a fingerprint check through the Department of Justice.

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

Executed at Anaheim, CA on September 15, 2020.
(City) (State) (Date)

Signature

Dr. Jaron Fried

Typed or printed name

Assistant Superintendent, Ed. Division

Title

501 Crescent Way, Anaheim, CA 92801

Address

714-999-3557

Telephone

EXHIBIT "E"

GENERAL OFFER OF PRIVACY TERMS

1. Offer of Terms

Provider offers the same privacy protections found in this DPA between it and Anaheim Union High and which is dated 8/20/20 to any other LEA ("Subscribing LEA") who accepts this General Offer though its signature below. This General Offer shall extend only to privacy protections and Provider's signature shall not necessarily bind Provider to other terms, such as price, term, or schedule of services, or to any other provision not addressed in this DPA. The Provider and the other LEA may also agree to change the data provided by LEA to the Provider in Exhibit "B" to suit the unique needs of the LEA. The Provider may withdraw the General Offer in the event of: (1) a material change in the applicable privacy statutes; (2) a material change in the services and products subject listed in the Originating Service Agreement; or three (3) years after the date of Provider's signature to this Form. Provider shall notify CETPA in the event of any withdrawal so that this information may be transmitted to the Alliance's users.

Provider: Swank K12 Streaming

BY: [Signature]

Date: 8/19/2020

Printed Name: Brian Edwards

Title/Position: DC Manager

2. Subscribing LEA

A Subscribing LEA, by signing a separate Service Agreement with Provider, and by its signature below, accepts the General Offer of Privacy Terms. The Subscribing LEA and the Provider shall therefore be bound by the same terms of this DPA.

Subscribing LEA:

BY: _____

Date: 9/16/20

Printed Name: Dr. Jaron Fried

Title/Position: Assistant Superintendent, Ed. Division

TO ACCEPT THE GENERAL OFFER, THE SUBSCRIBING LEA MUST DELIVER THIS SIGNED EXHIBIT TO THE PERSON AND EMAIL ADDRESS LISTED BELOW

Name: _____


Title: _____

Email Address: _____



Order Form

Parties:	Qualtrics, LLC (“Qualtrics”)		
	Anaheim Union High School Dist (“Customer”)		
Effective Date:	The date signed by the last party to sign.		
Governing Document:	This Order Form is subject to the Qualtrics Terms of Service at https://www.qualtrics.com/terms-of-service/ (the “Agreement”). All capitalized terms used but not defined herein have the meanings given to them in the Agreement. If there is a conflict between the terms of the Agreement and this Order Form, this Order Form will control.		
Attachments:	<ul style="list-style-type: none"> - Service Level Exhibit - Fees Exhibit - Cloud Service Exhibit - Professional Services Exhibit 		
Services:	As set forth in the exhibits attached hereto		
Term:	As set forth in the exhibits attached hereto		
Payment Terms:	As set forth in the exhibits attached hereto		
Additional Terms:			
To be completed by Customer			
Regional Data Center:	US	Purchase Order Number (if any):	
Email Address for Invoice Submission:	greenwood@auhsd.us	Billing Address for Invoice Submission:	501 N Crescent Way Attn: Anaheim Union High School District Anaheim CA United States 92801
Invoicing Instructions (if applicable):			

Qualtrics	Customer
By (signature):	By (signature): 
Name:	Name: Dr. Jaron Fried
Title:	Title: Assistant Superintendent, Ed. Division
Date:	Date: 8/7/20
Qualtrics Primary Contact:	Customer Primary Contact:
Name: Mahonri Pacanos	Name: Stephanie Henry
Phone: (385) 203-4506	Phone: (714) 999-5641
Email: mahonrip@qualtrics.com	Email: henry_s@auhsd.us

Order Form

Service Level Exhibit

Service Levels

1. **Availability.** Qualtrics will use commercially reasonable efforts to ensure that the Cloud Service will be available at all times, excluding when the Cloud Service is unavailable due to (a) required system maintenance as determined by Qualtrics (“**Scheduled Maintenance**”); and (b) causes outside of the reasonable control of Qualtrics that could not have been avoided by its exercise of due care, including any outages caused by: (i) the Internet in general; (ii) a Customer-caused event; or (iii) any Force Majeure Event (“**Availability**”).
2. **Scheduled Maintenance.** A minimum of five days’ advance notice will be provided by email to Customer for all Scheduled Maintenance exceeding two hours. For Scheduled Maintenance lasting less than two hours, notice will be displayed on the login page.
3. **Downtime.** “**Downtime**” is defined as the Cloud Service having no Availability, expressed in minutes.
4. **Remedies for Downtime.** If Downtime exceeds a certain amount per month, Customer will be entitled, upon written request, to a credit (“**Fee Credit**”) based on the formula: Fee Credit = Fee Credit Percentage set forth below * (1/12 current annual Fees paid for Software affected by Downtime). All times listed immediately below are per calendar month.
 - a. If Downtime is 30 minutes or less, no Fee Credit Percentage is awarded.
 - b. If Downtime is from 31 to 120 minutes, Customer is eligible for a Fee Credit Percentage of 5%.
 - c. If Downtime is from 121 to 240 minutes, Customer is eligible for a Fee Credit Percentage of 7.5%.
 - d. If Downtime is 241 minutes or greater, Customer is eligible for a Fee Credit Percentage of 10.0%

Order Form Fees Exhibit

License Details

Start Date	End Date	Term in Months
07-Aug-2020	06-Aug-2021	12

Cloud Service Details

Year	Services	Price	Estimated Invoice Date	Payment Terms from Invoice	License Configuration
1	Cloud Professional	\$58,000.00 \$6,375.00	Effective Date	Net 30	Q-1305197
Total		USD \$64,375.50			

Prices shown do not include applicable taxes. Applicable taxes will be presented on the invoice.

Press Release

Notwithstanding anything to the contrary in the Agreement, upon mutual execution of this Order Form Customer grants Qualtrics the right to issue a press release naming Customer as a customer of Qualtrics and identifying the product purchased.

Order Form

Cloud Service Exhibit

Cloud Service Renewal (not applicable to pilots or proofs of concept). Qualtrics sends renewal notices to customers at least 60 days before the end of the term. Upon expiration of each term, the Cloud Service will automatically renew for a successive one-year term with a price increase of no more than 5% at such renewal, unless either party provides notice of nonrenewal within 30 days after receiving the renewal notice.

[Description of Services on following page]

Order Form

YEAR 1
Q-1305197

CLOUD SERVICE

Vocalize

Advanced Distribution Package
Vocalize Core : 29000
Advanced Features Package
Closed Loop Followup
District Level Access : 29000
Text iQ
Stats iQ
Predict iQ
Role Based Dashboards
Website Targeting
Included Authors
Advanced Security Management
Additional Brands
Additional Theme
Developer Tools (API)
SSO

SMS Text Reserve : 50000

PROFESSIONAL SERVICES

Qualtrics partner Ugam Solutions - NORTH AMERICA will deliver Vocalize K12 Standard Implementation Services. Qualtrics will invoice on behalf of Ugam Solutions - NORTH AMERICA.



Professional Services Exhibit

Customer agrees that Qualtrics may use subcontractors to deliver any portion(s) of the Project at Qualtrics' discretion. Qualtrics currently intends to use Ugam Solutions - NORTH AMERICA. Qualtrics will provide notice to Customer if the delivery subcontractor changes.

1. Definitions

- a. "Deliverables" refers to those implementation deliverables included in the Project Scope in Section 2.
- b. "Delivery Team" refers to the set of resources assigned for fulfillment of project scope. "Project" refers to the project that is the accumulation of Deliverables to be provided under this Professional Services Exhibit.
- c. "Standard Business Hours" are 0900 to 1700 hours according to the time zone of the office in which Delivery Team is located, unless otherwise agreed to in writing during the Project.

2. Project Scope

- a. Inclusions
 - i. Deliverable descriptions are outlined in Schedule 1. Please note that **only the Deliverables listed immediately below are included in this Project**. Each line item represents a Deliverable and quantity.
 VocK12 Dashboard Configuration - one dashboard (1)
 VocK12 Developer Tools Introductory Support (1)
 VocK12 Survey Support - one survey (1)
 VocK12 Closed Loop Configuration (1)
 VocK12 Intelligent Text Analytics Configuration (1)
 VocK12 Stats iQ Pivot/Regression Support (1)
 VocK12 Stats iQ Describe/Relate Support (1)
 VocK12 Website Targeting Support - one domain or app, one intercept (1)
- b. Assumptions
 - i. For the duration of the Project, Customer will provide the Delivery Team with access to Customer's Qualtrics brand (account) as a brand administrator.

3. Responsibilities

- a. Delivery Team Responsibilities
 - i. Engages with Customer throughout the Project, keeping Customer informed of timelines and progress toward completion throughout the Project.
 - ii. Completes all items listed under Delivery Team Responsibilities in Schedule 1 for each Deliverable.
 - iii. Shares training resources as appropriate for each Deliverable, which may be in the form of live online training, online materials, and/or free online webinars.
 - iv. Offers guidance and support required to ensure Customer can fulfill responsibilities listed in Schedule 1 for each Deliverable.
 - v. For projects that involve a new license setup, provides initial configuration of license and Qualtrics account, including creation of up to 3 brand administrator users.
 - vi. The purpose of the Project is to train Customer to be able to manage the program when the Project is complete. As such, the Delivery Team does not perform full setup and configuration of Qualtrics as a full-service implementation. Please see Schedule 1 for a list of Delivery Team and Customer responsibilities.
- b. Customer Responsibilities

- i. Engages actively throughout the Project, following a cadence decided with Delivery Team during kickoff call; changes or cancellations of any meetings require 24 hours' notice in order to avoid forfeiture of allotted time.
- ii. Manages User Acceptance Testing ("UAT") process and any special testing requirements, ensuring that each stage of the Project is complete and the scope of work has been met. This may include:
 - 1. Uploading sample data to the Qualtrics platform to test system functionality and license settings.
 - 2. Validating that scoped features and settings were implemented correctly and meet the requirements of the Project.
 - 3. Engaging other stakeholders within Customer's organization as needed to test technical or functional aspects of the Qualtrics platform.
- iii. As needed, provides resources to fill all required roles for successful implementation, which may include project sponsorship, signatory, stakeholder management, project coordination, customer experience lead, technical lead, operational support.
- iv. Completes all steps listed under Customer Responsibilities in Schedule 1 for each applicable Deliverable.
- v. Maintains all features included in the license after the implementation period, including any updates to Deliverables created during the Project, as well as the creation of any new Deliverables, including surveys and dashboards.
- vi. For projects that involve a new license setup, provides required information for setup of brand administrator accounts; brand administrator users may create additional user accounts and manage access to the license, in accordance with any limitations specified in the license terms.

4. Governance

- a. Delivery Team will coordinate with Customer to schedule a Project kickoff call, at which time the Project begins. Timing of kickoff call will be mutually agreed between Delivery Team and Customer based on Delivery Team availability and Customer's milestones. It is estimated that the Project will begin after this agreement has been fully executed. It is estimated that the Project will last for 16 weeks.
- b. The Project is complete based on completion of delivery and Customer's acceptance, per the terms of the Acceptance Criteria section.
- c. Unless otherwise agreed by both parties in writing, all interactions and meetings will be conducted in English, and will be conducted remotely, via phone, email, or videoconference.

5. Acceptance Criteria

- a. Once a Project phase is completed and the Delivery Team provides notification of the Deliverables for review and approval, the Customer will either (1) confirm the requirements have reasonably been met and sign off on the approval for the next implementation phase to begin or (2) reply to the Delivery Team, in writing, detailing the specific requirements that must still be met. Upon mutual agreement, both parties may agree to extend the time period for UAT, though additional time may impact Project timelines and budget and be subject to a Change Order (as defined below).
- b. Ensures that all Deliverables are reviewed and signed off according to the following process:
 - i. Delivery Team will submit final drafts for review and sign-off at least 5 business days prior to the Deliverable completion date.
 - ii. Customer will sign off or report any issues within 5 business days of draft submission.
 - iii. The Delivery Team will correct reported issues within a mutually agreed time frame.
 - iv. Customer will provide written feedback and raise issues related to the reworked portion of the Deliverable within a mutually agreed time frame, and the Delivery Team will make changes necessary to resolve the issues.
 - v. Customer will provide final review and signoff on the reworked Deliverables within 2 business days.
 - vi. Deliverables will be considered accepted if the Customer does not provide written notification of Deliverable rejection within the timelines specified above.

6. Third Party Vendors and Products

- a. Customer remains responsible for their own vendors and third parties providing services related hereto.
- b. Qualtrics is not responsible for third party products obtained by Customer.

7. Change Orders

- a. If Customer or Delivery Team wishes to change the scope of the Project, they will submit details of the requested change to the other in writing. Delivery Team will, within a reasonable time after such request is received, provide a written estimate to Customer of changes to Project cost, timeline, and/or scope.
- b. Promptly after receipt of the written estimate, Customer and Delivery Team will negotiate and agree in writing on the terms of such change (a "Change Order"). Each Change Order complying with this Section will be considered an amendment to this Service Order.

8. Payments and Fees

Item	Invoice Date	Price (USD)
Vocalize K12 Standard Implementation + Add-ons		\$6,375.00
Total:		\$6,375.00

Schedule 1: Descriptions of Implementation Deliverables Glossary

This outlines all Deliverables that *may* be included in a Qualtrics Implementation, along with associated Delivery Team and Customer responsibilities. **Deliverables listed below may not be included in the specific Project referenced in the above Service Order. For a list of specific Deliverables included in this Project, refer to Section 2: Project Scope above.**

Unless otherwise noted, all Deliverables will be configured using standard features available in the Qualtrics platform; custom features can be scoped and purchased separately through Qualtrics Engineering Services. For all Deliverables, Customer is responsible for any setup or configuration beyond what the Delivery Team provides as part of the Project, including additional surveys or dashboards, and any required translations for surveys, dashboards, reports, Website Feedback creatives, or any other features of the Qualtrics platform. **Customer will maintain all aspects of the Deliverables after completion of the Project.**

Deliverable + Description	Associated Responsibilities
<p>VocK12 Action Planning Configuration <i>The Action Planning module enables creation and management of action plans based on specific types of customer feedback. These action plans make it easier to address customer feedback and tackle the root causes of customer complaints.</i></p>	<p>Delivery Team Responsibilities Configure one (1) Action Planning dashboard page, including one (1) Action Planning widget, as well as one (1) additional dashboard with up to ten (10) widgets to enable reporting of Action Planning data.</p> <p>Customer Responsibilities Identify and configure specific fields within the Action Planning module.</p>
<p>VocK12 Add'l Dashboard Configuration - per add'l dashboard</p>	<p>See <i>Dashboard Configuration</i></p>
<p>VocK12 Add'l Survey Support: <30 Questions - per add'l survey</p>	<p>See <i>Survey Support</i></p> <p>Note: this deliverable includes support for one (1) survey of up to thirty (30) questions, including up to thirty (30) embedded data fields.</p>
<p>VocK12 Add'l Survey Support: 30-60 Questions - per add'l survey</p>	<p>See <i>Survey Support</i></p> <p>Note: this deliverable includes support for one (1) survey of up to sixty (60) questions, including up to sixty (60) embedded data fields.</p>
<p>VocK12 Add'l Website Targeting Intercept Support - per add'l intercept on one domain or app</p>	<p>Delivery Team Responsibilities Support Customer in configuration of one (1) intercept, purchased as part of this Project, which is to be used with a single domain or app. Advise customer in obtaining code from the Qualtrics platform for use in Website Targeting intercepts. Review configured web intercept to verify best practices are followed and intercept is ready for production.</p> <p>Customer Responsibilities Configure the web intercept to be used for sourcing survey participants. Build Website Targeting surveys using the Qualtrics Platform. Deploy and maintain Website Targeting code on applicable Customer-owned domains or apps. Build creative elements of Website Targeting, including popovers, feedback tabs, side bars, etc.</p>

	Configure Website Targeting intercept, including the logic determining when to present creatives.
VocK12 Add'l Website Targeting Support - per add'l domain + intercept	See <i>Website Targeting Support</i>
VocK12 Adobe Analytics Integration Support <i>Adobe Analytics integration allows survey responses to be passed back to Adobe Analytics. If using the Qualtrics Website Feedback functionality, Adobe Analytics variables from the website may be passed to Qualtrics as embedded data within a survey.</i>	<p>Delivery Team Responsibilities Provide support to ensure Customer can fulfill responsibilities outlined below.</p> <p>Customer Responsibilities Identify Adobe Analytics variables to use in intercept logic, as well as website and Adobe Analytics variables to pass to a survey response. Create embedded data fields in the Qualtrics platform using Website Feedback to populate within Adobe Analytics. Configure the integration to enable sending survey responses to Adobe Analytics.</p> <p>Note: Any questions about Adobe reports will be handled through Adobe Support.</p>
VocK12 Batch User Creation - per 1000 users <i>Batch user upload eliminates the need to manually create user accounts for existing user groups by uploading in batches. User accounts are created with appropriate roles and attributes as defined by customer.</i>	<p>Delivery Team Responsibilities Upload batch files of users with associated role/attributes.</p> <p>Customer Responsibilities Provide a list of users and associated roles/attributes in a standard file format specified by Delivery Team.</p>
VocK12 Closed Loop Configuration <i>Ticketing is a way to assign ownership of a task to an individual or role to enable quick action based on customer survey responses. Tickets can be managed within the Qualtrics platform through the follow-up page, and dashboards can be used to track relevant metrics.</i>	<p>Delivery Team Responsibilities Configure logic and field set for ticket tasks. Create one (1) dashboard to enable reporting of ticketing-related metrics that can be gathered using standard ticketing functionality.</p> <p>Customer Responsibilities Define and configure logic behind ticket task creation and routing. If dynamic ticket assignment is desired, ensure the username of assignees are included as an Embedded Data field in each survey response. (Manual ticket assignment may be used as an alternative).</p>
VocK12 Conjoint Support <i>The Qualtrics Conjoint tool enables survey setup using conjoint analysis, which is a method used to uncover the feelings a respondent has for the features and attributes of a product or service.</i>	<p>Delivery Team Responsibilities Provide support to ensure Customer can fulfill responsibilities outlined below.</p> <p>Customer Responsibilities Determine which attributes are to be evaluated, and which levels should be available to measure within each attribute. Configure the conjoint tool within each survey.</p>
VocK12 Custom Training/Demo - per hour <i>Training or Demo sessions can be given to any group within an organization to ensure familiarity with the product. Each session can last up to one hour and will be conducted by the Delivery Team or another Qualtrics product expert.</i>	<p>Delivery Team Responsibilities Provide one of the following, to be defined by Customer:</p> <ul style="list-style-type: none"> • A live, interactive training session of up to one hour on product topic(s) selected by Customer, or • A demo session on a specific product topic or feature selected by Customer, which can be led by Customer and supported by Delivery Team, or led by Delivery Team.

	<p>Unless otherwise agreed, sessions to be conducted remotely and in English.</p> <p>Customer Responsibilities</p> <p>Select a product topic or feature to be covered in training or demo.</p> <p>Agree the schedule, topics, and specific questions to be answered with the Delivery Team at least one week before the training/demo.</p> <p>Arrange for the training/demo session with the Delivery Team and any attendees on the Customer side.</p> <p>Inform Delivery Team ahead of the scheduled training/demo if recordings are required.</p> <p>If cancellation is required, provide at least 24 hours' notice to the Delivery Team, or risk forfeiture of the allotted training/demo time.</p>
<p>Vock12 Dashboard Configuration</p> <p><i>Dashboards can be used to share the results of ongoing research programs by mapping one or more data sources into dynamic visualizations called widgets.</i></p> <p><i>Widgets dynamically present data in graphs, pictures, and tables. Dashboard pages can be used to group widgets in impactful ways.</i></p> <p><i>Both pages and widgets can be filtered, edited, and shared with restrictions based on audience needs and security levels.</i></p>	<p>Delivery Team Responsibilities</p> <p>Conduct a scoping and design call with Customer upon commencement of license to agree upon dashboard content and layout.</p> <p>Configure one (1) dashboard with up to three (3) pages, including up to twenty (20) widgets per page, after surveys have been programmed by Customer.</p> <p>Connect the dashboard to one or all of the surveys purchased as part of this Project.</p> <p>Map up to twenty (20) survey questions and up to thirty (30) embedded data fields per survey to the dashboard.</p> <p>Configure up to three (3) user roles; grant role-based access to the dashboard, including access to specific pages and responses, as defined by Customer.</p> <p>Customer Responsibilities</p> <p>Design and program all survey(s) that are to be mapped to dashboards.</p> <p>Determine key metrics to be used in the dashboard.</p> <p>Define and share with Delivery Team specific role-based access requirements for dashboard, specific pages, and responses.</p> <p>Create needed user accounts, either manually or via batch upload, and ensure that any users who require data restrictions or role-based access have appropriate attributes saved in the Qualtrics platform.</p>
<p>Vock12 Dashboard Translation Support - per language, per dashboard</p> <p><i>Have you ever wanted to share a dashboard with a client or colleague who spoke another language? With Label Translations, you can translate all the content in your dashboard.</i></p>	<p>Delivery Team Responsibilities</p> <p>Advise Customer on how to use the Qualtrics platform to load label translations into one (1) dashboard.</p> <p>Assist with troubleshooting as needed.</p> <p>Customer Responsibilities</p> <p>Load data to Qualtrics platform.</p> <p>Conduct all required translation of dashboard labels.</p>
<p>Vock12 Data Isolation Setup</p> <p><i>All Qualtrics data and brands are protected with the utmost care. However, for those who wish to have more control over security settings, Data Isolation allows Brand Administrators a wide range of customization options, including user login tracking, additional password requirements, lockout</i></p>	<p>Delivery Team Responsibilities</p> <p>Configure Customer's Qualtrics license to support this security feature.</p> <p>Validate that advanced security features have been successfully implemented.</p>

<p><i>settings based on failed login attempts, and much more.</i></p>	
<p>VocK12 Data Migration - per source, 50k responses each</p>	<p>Delivery Team Responsibilities Create an appropriate standalone project or survey to retain migrated data. Migrate data from a single survey to the historical data project.</p> <p>Customer Responsibilities Manage, clean and provide a single data file with historical data, with no more than 50,000 responses and 60 columns included in the file. Validate data is migrated as expected.</p>
<p>VocK12 Delivery Timeline Extension - per week <i>The expected Project timeline is outlined in the Governance section. Should Customer know that additional weeks need to be added to the Project, additional weeks can be purchased.</i></p>	<p>Delivery Team Responsibilities Ensure the requested timeline extension is included in the Project plan.</p>
<p>VocK12 Developer Tools Advanced Support <i>The Qualtrics REST API allows querying of the Qualtrics platform using common URL syntax. Advanced support includes more consulting time than introductory support.</i> <u><i>Must be purchased with API introductory support.</i></u></p>	<p>Delivery Team Responsibilities Provide up to five (5) one-hour sessions including an overview of executing web service calls from the qualtrics platform using a web service task, and capabilities included in the website feedback in-app software development kit (SDK). Provide up to five (5) hours of API consulting, available during the implementation period, which can be used for support via conference calls or email.</p> <p>Customer Responsibilities Assign one or more developer (but no more than ten) with experience programming using RESTful API endpoints to Project tasks. Configure requests using DELETE, PUT, GET or POST requests. Own setup, maintenance, and troubleshooting of any integrations built using the Qualtrics REST API. Note: Any custom coding required as part of the API setup must be done by Customer. Delivery Team does not offer assistance or consultation on custom coding.</p>
<p>VocK12 Developer Tools Introductory Support <i>The Qualtrics REST API allows querying of the Qualtrics platform using common URL syntax.</i></p>	<p>Delivery Team Responsibilities Provide Customer with available API documentation and provide guidance on API access. Provide up to two (2) one-hour sessions including an overview of Qualtrics system modules and common use cases in API usage. Provide up to two (2) hours of API consulting, available during the implementation period, which can be used for support via conference calls or email.</p> <p>Customer Responsibilities Ensure at least one (max of 10) developer familiar with the use of REST to access API endpoints is engaged in implementation Project. Configure requests using DELETE, PUT, GET or POST requests. Own setup, maintenance, and troubleshooting of any integrations built using the Qualtrics REST API.</p>

	<p>Note: Any custom coding required as part of the API setup must be done by Customer. Delivery Team does not offer assistance or consultation on custom coding.</p>
<p>Vock12 Intelligent Text Analytics Configuration</p> <p><i>The Qualtrics Text iQ tool enables search and categorization of textual responses into topics.</i></p> <p><i>The system automatically generates recommendations, and users can manually add topics using enhanced search functionality that includes stemming and spell check for expanded results.</i></p>	<p>Delivery Team Responsibilities</p> <p>Merge topics from up to three (3) text questions into a dashboard for reporting purposes.</p> <p>Configure up to one (1) dashboard page, including up to ten (10) widgets, to visualize the results of the topic analysis.</p> <p>Customer Responsibilities</p> <p>Manually create topics as required for the Project.</p> <p>Determine topics to include in the analysis from manually-created or automatically recommended topics.</p> <p>Note: The system will make best-effort recommendations for automatic topic creation, though Qualtrics recommends a minimum of 10,000 comments per field for best performance of automatic topic creation.</p>
<p>Vock12 iQ Directory Advanced Support</p> <p><i>iQ Directory is a contact management platform that allows you to create and update contact information in one central database and send surveys directly to mailing lists, decrease the number of duplicate contacts easily to prevent repeat uploads, and manage your global opt-outs from the directory. You can also limit the amount of times a respondent can be contacted by your brand to prevent response fatigue and improve the survey taking experience.</i></p>	<p>Delivery Team Responsibilities</p> <p>Provide consultation on transactional data, distribution funnel reporting, and multiple directories.</p> <p>Review configuration and verify best practices are followed.</p> <p>Customer Responsibilities</p> <p>Build integrations between Qualtrics platform and Customer databases as required for this Project.</p> <p>Maintain any lists, integrations or settings configured as part of this Project.</p> <p>Note: Does not include automations support - support for iQ Directory Automations must be purchased in addition to this deliverable.</p>
<p>Vock12 iQ Directory Automations Support - per automation</p> <p><i>iQ Directory Automations is a feature within iQ Directory, where you can configure scheduled automations to import contacts from a file, and/or configure distributions to be sent to contacts in a mailing list. The file may be transferred via SFTP (either a customer-hosted SFTP account or a Qualtrics-hosted SFTP account) or the Qualtrics File Service (QFS). Note that there may be additional services costs for a Qualtrics-hosted SFTP Account.</i></p>	<p>Delivery Team Responsibilities</p> <p>Provide consultation on setting up one (1) Contact Import Automation and/or one (1) Distribution Automation, including</p> <ul style="list-style-type: none"> • One (1) Import file • Automation message library setup • File processing rules support • Field mapping (up to forty (40) fields) and row exclusions rules • One (1) distribution logic set • Frequency of distribution (hourly, daily, weekly) <p>Provide all documentation available related to iQ Directory Automations.</p> <p>Assist Customer in testing automation configuration and troubleshooting for up to four (4) hours.</p> <p>Review configuration and verify best practices are followed.</p> <p>Customer Responsibilities</p> <p>Configure and test additional Contact Import and Distribution Automations, as well as additional Distribution Logic sets, if required.</p> <p>Provide credentials for Customer's own SFTP server within one (1) week following Project kickoff date.</p> <p>Provide an import file matching the following:</p> <ul style="list-style-type: none"> • UTF-8 Encoding

	<ul style="list-style-type: none"> • CSV delimited format • No more than 10,000 records per file • Plaintext or PGP-encrypted • Has a header row with at least the following mandatory fields: <ul style="list-style-type: none"> • Field containing Contact Email Address • Field containing Contact First Name • Field containing Contact Last Name <p>Provide a sample of the file for upload/import on the Project kickoff date.</p> <p>Provide all requested technical information required promptly, including sample files, IP ranges for whitelisting if appropriate, library messages, and other information.</p> <p>Ensure Qualtrics API access is enabled on Customer’s Qualtrics licence. Qualtrics API license is priced separately.</p> <p>Note: <i>If Customer is using a Qualtrics-provided SFTP server, a separate Engineering Services contract must have been executed and information required by Qualtrics Engineering such as IP Address range information must be provided to Delivery Team within one (1) week of the Project kickoff date. If the related IP Address/Range is not wholly owned and managed by Customer, the IP Address/Range may be subject to review and approval by the Qualtrics Security Operations team, which may result in additional delays to the project schedule.</i></p>
<p>VocK12 Marketo Integration Support</p> <p><i>Marketo integration allows you to generate links in Qualtrics and assign them to leads from a static list in Marketo. Each generated link is immediately stored in a Marketo Lead Field, and a token may be inserted into a Marketo email campaign to assign personalized survey links to each unique lead.</i></p>	<p>Delivery Team Responsibilities</p> <p>Provide support to ensure Customer can fulfill responsibilities outlined below.</p> <p>Customer Responsibilities</p> <p>Create the API-only user, create a new service, and enter Marketo IDs into Qualtrics. Generate links and distribute them to contact lists as appropriate.</p>
<p>VocK12 Salesforce Integration Support</p> <p><i>Salesforce integration is an out-of-the-box integration that allows for surveys to be triggered and sent to recipients from Salesforce and information to be mapped from a survey back into Salesforce. Surveys can be triggered from Salesforce events and survey response data can be sent back to Salesforce.</i></p>	<p>Delivery Team Responsibilities</p> <p>Ensure permissions are enabled for Salesforce integration.</p> <p>Provide demonstration on the use of the Salesforce integration capability, including the following:</p> <ul style="list-style-type: none"> • Using workflow rules in Salesforce to trigger Qualtrics surveys. • Mapping survey responses into a Salesforce object, for access and reporting within Salesforce. <p>Customer Responsibilities</p> <p>Ensure at least one (max of 10) Salesforce administrator(s) responsible for the Customer’s Salesforce environment is engaged in implementation Project.</p> <p>Ensure full access to a Salesforce account.</p> <p>Program surveys within Qualtrics platform to be used with Salesforce integration.</p> <p>Set up and implement all Salesforce workflow rules required as part of this integration.</p> <p>Ensure availability of all required custom objects within Salesforce, eg. (Survey Record).</p> <p>Verify that Qualtrics survey data appears successfully within Salesforce environment.</p> <p>Note: <i>Qualtrics will not access Customer Salesforce environment as part of this Project. Customer must own and have full access to a Salesforce account.</i></p>

<p>VocK12 Slack Integration Support</p> <p><i>Slack integration allows you to automate notifications based on survey feedback, or share a single-question survey within a public Slack channel.</i></p>	<p>Delivery Team Responsibilities</p> <p>Advise on best practices for setting up a Slack survey in one of two ways, to be decided by Customer:</p> <ul style="list-style-type: none"> • Notify a channel when a survey has been answered based on predefined conditions. • Send a one-question survey to a public Slack Channel. <p>Customer Responsibilities</p> <p>Download Qualtrics app and allow access to the Slack account.</p> <p>Configure a survey within the Qualtrics platform for integration with Slack.</p> <p>Determine which Slack survey setup is most appropriate, choosing from the two options provided above.</p> <p>Based on the survey setup chosen, either define the conditions for triggering slack notifications and provide message text for the integration, or add the custom survey to the desired Slack channel.</p>
<p>VocK12 SSO Configuration</p> <p><i>With Single Sign-On (SSO), users can log into the Qualtrics platform using their organization's internal login system, providing a seamless user experience, and allowing simple attribution of responses.</i></p> <p><i>SSO is configured using standard Qualtrics SSO capabilities. For an overview of supported SSO types and system requirements, see https://www.qualtrics.com/support/survey-platform/sp-administration/single-sign-on/.</i></p>	<p>Delivery Team Responsibilities</p> <p>Provide documentation, specifications, and requirements for SSO set-up.</p> <p>Conduct Q&A session with Customer and Customer IT/SSO team to identify any potential roadblocks, including a non-standard SSO system.</p> <p>Configure a test brand to validate SSO setup.</p> <p>Provide configuration details for the test brand and a login URL for setup validation.</p> <p>Provide support in troubleshooting any errors that arise in the test instance.</p> <p>Test the SSO setup within a test brand before transferring to the live brand.</p> <p>After successful testing of the configuration, provide configuration details to the Customer for the live brand, then transfer the configuration to the live brand.</p> <p>Customer Responsibilities</p> <p>Provide key configuration details of SSO system as requested by Qualtrics, dependent on the type of SSO connection.</p> <p>If customer SSO can support it, ensure SSO is set up to pass any user attributes required for dashboard permissioning.</p> <p>Ensure that a user in the Customer's IdP can successfully login to the Qualtrics platform using their SSO credentials.</p>
<p>VocK12 Stats iQ Describe/Relate Support</p> <p><i>Stats iQ automatically runs statistical tests and visualizations then translates results into simple language that anyone can put into action.</i></p> <p><i>The Describe capability visualizes and summarizes a variable, enabling you to get a feel for how your data is structured, examine any issues with your data, and think up hypotheses to explore later.</i></p> <p><i>The Relate capability explores the relationships between variables. When you select two variables and Relate, Stats iQ will choose the appropriate statistical test based on the structure of the data, run that test, then translate the results into plain English.</i></p>	<p>Delivery Team Responsibilities</p> <p>Provide support to ensure Customer can fulfill responsibilities outlined below.</p> <p>Customer Responsibilities</p> <p>Configure Stats iQ for the Describe and Relate capabilities, including selecting variables, relating topics, and running analyses.</p>

<p>VocK12 Stats iQ Pivot/Regression Support</p> <p><i>Stats iQ automatically runs statistical tests and visualizations then translates results into simple language that anyone can put into action.</i></p> <p><i>Creating a pivot table allows you to compare variables to each other in a heavily customizable, cross tab-like table.</i></p> <p><i>Creating a regression card will allow you to understand how the value of one variable in your data set is impacted by the values of others. This comes in the form of an estimated mathematical formula that describes the relationship between the chosen variables.</i></p>	<p>Delivery Team Responsibilities</p> <p>Provide support to ensure Customer can fulfill responsibilities outlined below.</p> <p>Customer Responsibilities</p> <p>Configure Stats iQ for the Pivot and Regression capabilities, including selecting variables, creating a pivot table, and creating a regression card.</p>
<p>VocK12 Survey Support</p> <p><i>Survey review ensures your survey is designed according to best practices.</i></p> <p><i>Dynamic themes allow you to send surveys that align with your brand. Themes are made up of a logo, primary color, and background image/color.</i></p>	<p>Delivery Team Responsibilities</p> <p>Complete up to two (2) survey reviews per survey with Customer to ensure all logic, embedded data, survey options and instrumentation are implemented correctly for both survey experience and reporting requirements.</p> <p>Perform testing through generating test responses, survey preview, or other appropriate in-platform means to validate the survey setup and flow.</p> <p>Customer Responsibilities</p> <p>Build all required surveys and reports using the Qualtrics platform, with advice and support from Delivery Team.</p> <p>Submit theme logos, styles, and colors using the Qualtrics Theme Builder.</p> <p>Develop, apply and maintain any custom code (e.g., CSS, JavaScript, HTML) applied to the survey.</p> <p>Manage survey distribution through channel(s) supported by the platform (e.g. email, SMS, etc.).</p> <p>Validate that all responses are collected in the format expected before the first project is launched.</p>
<p>VocK12 Survey Translation Support - per language, per survey</p> <p><i>Multiple languages can be added to a single survey within the Qualtrics platform, allowing localization of survey display language while maintaining all responses within a single dataset.</i></p>	<p>Delivery Team Responsibilities</p> <p>Advise Customer on how to use the Qualtrics platform to load survey translations.</p> <p>Assist with troubleshooting as needed.</p> <p>Customer Responsibilities</p> <p>Load data to Qualtrics platform.</p> <p>Conduct all required translation of survey questions, messages, etc.</p>
<p>VocK12 Tableau Integration Support</p> <p><i>Tableau integration makes Qualtrics data available for use in Tableau dashboards. This integration enables you to view Qualtrics survey data alongside all other data included in your dashboards.</i></p>	<p>Delivery Team Responsibilities</p> <p>Advise on the steps to connect Qualtrics with Tableau.</p> <p>Customer Responsibilities</p> <p>Ensure that Tableau 9.1 or higher is used for the integration.</p> <p>Configure all Tableau dashboards using survey response data from the Qualtrics platform.</p> <p>Verify that Qualtrics survey data appears successfully within the correct Tableau environment.</p>

<p>Vock12 Vanity URL Setup <i>Host your Qualtrics surveys, dashboards, and user accounts on a custom web address to ensure alignment with your company brand.</i></p>	<p>Delivery Team Responsibilities Coordinate efforts of Customer IT team and Qualtrics Technical Operations team as required to set up the Vanity URL. Configure Vanity URL, including certificate registration and domain setup.</p> <p>Note: <i>Customer’s first year license fee must be paid in full before work can commence on vanity URL setup. This is due to the fact that Qualtrics must purchase and register certificates for the vanity domain and make configuration changes with their Content Delivery Network (CDN).</i></p>
<p>Vock12 Website Targeting Support - one domain or app, one intercept <i>Website / App Targeting projects are a great way to reach out to your website visitors. You can create professional and beautiful graphics that appear in special conditions to advertise something or to request feedback. You can also customize when you want to approach visitors.</i></p>	<p>Delivery Team Responsibilities Support Customer in configuration of one (1) domain or one (1) app, as well as one (1) intercept purchased as part of this Project. Advise customer in obtaining code from the Qualtrics platform for use in Website Targeting intercepts. Review configured web intercept to verify best practices are followed and intercept is ready for production.</p> <p>Customer Responsibilities Configure the web intercept to be used for sourcing survey participants. Build Website Targeting surveys using the Qualtrics Platform. Deploy and maintain Website Targeting code on applicable Customer-owned domains or apps. Build creative elements of Website Targeting, including popovers, feedback tabs, side bars, etc. Configure Website Targeting intercept, including the logic determining when to present creatives.</p>

EDUCATIONAL CONSULTING AGREEMENT

THIS AGREEMENT is made and entered into this:

15th	day of	September	2020
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by and between

Inspired Resolutions Licensed Clinical Social Worker Inc.

Independent Contractor, hereinafter referred to as “Consultant” and the Anaheim Union High School District, hereinafter referred to as “District.”

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

WHEREAS such services and advice are not available at no cost from public agencies;
and

WHEREAS Consultant is specially trained, experienced, and competent to provide the special services and advice required; and

WHEREAS such services are needed on a limited basis.

NOW, THEREFORE, the parties hereto agree as follows:

1. Services to be provided by Consultant:

Inspired Resolutions specializes in teenage crisis counseling. The owner of Inspired Resolutions is Mr. Brandon Joffe. Mr. Joffe is a licensed clinical social worker (LCSW). He will oversee and assign Inspired Resolutions counselors for individual personal counseling, crisis intervention, human development and parent consultation. Mr. Joffe will create and keep confidential student files according to mandates, student conflict mediation and resolution, assessments, and maintain a close working relationship with the Servite High School counseling department.

Site/School:	Servite High School	Funds (Cost Center):	Title IV (3852)
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2. List of Other Supportive Staff or Consultants:

No other support staff or consultants are required.

3. Consultant shall commence providing services under this AGREEMENT on:

Date:	September 22, 2020
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and shall diligently perform as specified and complete performance by:

Date:	June 22, 2021
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Consultant shall perform said services as an independent contractor and not as an employee of the District. Consultant shall be under the control of the District as to the result to be accomplished and not as to the means or manner by which such result is to be accomplished.

4. District shall prepare and furnish the following information to Consultant, upon request, such information as is reasonably necessary to the performance of Consultant to this AGREEMENT:

Servite High School Counseling will assist the consultant in determining the mental health demands of the school. A customized overall program as well as individual student programs will be created.

5. District shall pay Consultant the maximum amount of

\$12,000

for services rendered

to # of people:	Personal Counseling resource/support for student body of 800	# hours per day:	8	# of days:	2-3 days a week
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pursuant to this AGREEMENT. Payment shall be made 15 to 30 days after receipt of invoice. Consultant shall submit an invoice to District.

6. District may at any time for any reason terminate this AGREEMENT. Written notice by the District's superintendent shall be sufficient to stop further performance of services by Consultant. The notice shall be deemed given when received or no later than two (2) days after the day of mailing, whichever is sooner.
7. Consultant agrees to and shall hold harmless and indemnify District, its officers, agents, and employees from every claim or demand and every liability or loss, damage, or expense of any nature whatsoever, which may be incurred by reason of:
 - a. Liability for damages for death or bodily injury to person, injury to property, or any other loss, damage, expense sustained by Consultant or any person, firm, or corporation employed by Consultant upon or in connection with the services called for in this AGREEMENT except for liability for damages referred to above which result from the sole negligence or willful misconduct of District, its officers, employees, or agents.

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

Consultant, at Consultant's expense, cost, and risk, shall defend any and all actions, suits, or other proceedings that may be brought or instituted against the District, its officers, agents, or employees on any such claim, demand, or liability and shall pay or satisfy any judgment/lawsuit reimbursement that may be rendered against the District, its officers, agents, or employees in any action suit, or other proceedings as a result thereof.

8. This AGREEMENT is not assignable without written consent of the parties hereto.
9. Consultant and assistants shall comply with all applicable federal, state, and local laws, rules, regulations, and ordinances, including Worker's Compensation.
10. Consultant, if an employee of another public agency, certifies that Consultant shall not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to the AGREEMENT.
11. The following is a brief description of what will be achieved by Consultant as a result of this AGREEMENT:

The consultant and Servite High School will assist individual students by building a safe environment where mutual understanding and trust are the foundation, increase personal awareness of self, improve personal coping skills by developing a plan of action, decrease personal fear and assist students in the development of personal emotional maturation. The overall goal is to help students cope with stress and anxiety as well as prevent depression.

12. What are the technical reasons Consultant is being hired as an Independent Contractor rather than an employee?

Servite High School does not currently have the financial assets to hire a full time licensed marriage and family therapist.

List any technical support that will need to be supplied by District:

Servite High School will provide the consultant with technical support, office space and will assist with any and all requests.

**COMMON-LAW FACTORS
(IRS Revenue Rule 87-41)**

EXHIBIT T

Mark all items that are true for the intended Consultant (if completing on-line, double click the box to mark):

- No Instructions:** The consultant will not be required to follow explicit instructions to accomplish the job.
- No Training:** The consultant will not receive training provided by the employer. The consultant will use independent methods to accomplish the work.
- Work Not Essential to the Employer:** The employer's success or continuation does not depend on the services of the consultant.
- Right to Hire Others:** The consultant is being hired to provide a result and will have the right to hire others for actual work, unless otherwise noted.
- Control of Assistants:** Assistants hired at consultant's discretion; consultant responsible for hiring, supervising, paying of assistants.
- Not a Continuing Relationship:** If frequent, will be at irregular intervals, on call, or whenever work is available.
- Own Work Hours:** Consultant will establish work hours for the job.
- Time to Pursue Other Work:** Since specific hours are not required, consultant may work for other employers simultaneously, unless otherwise noted.
- Job Location:** Consultant controls job location, under district discretion, whether on employer's site or not.
- Order of Work:** Consultant, rather than employer, determines order or sequence of steps in performance of work.
- No Interim Reports:** Only specific pre-determined reports defined in the consulting agreement.
- Basis of Payment:** Consultant paid for services rendered, if applicable (see Agreement #4); total compensation set in advance of starting the job.
- Business Expenses:** Consultant is responsible for incidental or special business expenses.
- Tools and Equipment:** Consultant furnishes the identified tools and equipment needed for the job.
- Significant Investment:** Consultant can perform services without using the employer's facilities. Consultant's investment in own trade is real, essential, and adequate.
- Possible Profit or Loss:** Consultant does these (check valid items):
 - Hires, directs, pays assistants
 - Has equipment, facilities
 - Has a continuing and recurring liability
 - Performs specific jobs for prices agreed-upon in advance
 - Lists services in Business Directory
 - Other (explain) _____
- Work for Multiple Employers:** Consultant may perform services for more than one employer simultaneously, unless otherwise noted.
- Services Available to the General Public** (check valid items):
 - Maintains an office
 - Business license
 - Business signs
 - Advertises services
 - Lists services in Business Directory
 - Other (explain) _____
- Limited Right to Discharge:** Consultant not subject to termination as long as contract specifications are met, unless otherwise noted (see Agreement #5 and #11).
- No Compensation for Non-Completion:** Responsible for satisfactory completion of job; no compensation for non-completion.

EXHIBIT T

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to

be executed:

CONSULTANT:	DISTRICT:
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Typed Name of consultant (same as page 1):

Inspired Resolutions Licensed Clinical Social Worker Inc	Anaheim Union High School District
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Typed Name/Title of Authorized Signatory:

Typed Name of Assistant Superintendent:

Brandon Joffe/Owner and Licensed Clinical Social Worker CA License # 27471	Dr. Jaron Fried
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Authorized Signature:

Signature of Assistant Superintendent:

	
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Street Address:

Street Address:

22880 Savi Ranch Pkwy Suite B	501 N. Crescent Way, P.O. Box 3520
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City, State, Zip Code

City, State, Zip Code

Yorba Linda, CA, 92887	Anaheim, CA 92803-3520
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Date:

Date:

07/20/2020	9/16/20
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Mark Appropriately:

Independent/Sole Proprietor:	
Corporation:	X
Partnership:	
Other/Specify:	


Social Security Number*

or

Federal Identification Number*

	81-2088105
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*Or, initial below:

	I have completed a new IRS Form W-9 that will be submitted directly to AUHSD Accounting.
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Telephone Number:

E-mail Address:

714-243-5259	randon@inspiredresolutionscounseling.com
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If a company/corporation is being approved, the signature must be that of a responsible person. Typed company/corporation/individual's name must be identical to that on page 1.

PRINCIPAL/DISTRICT ADMINISTRATOR:

Signature of Principal or District Administrator (sign prior to submitting to District indicating review and approval):

Signature: 	Date: July 28, 2020
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ANAHEIM UNION HIGH SCHOOL DISTRICT

EXHIBIT A

THIS AGREEMENT, dated the 1ST day of SEPTEMBER, 2020, in the County of Orange, State of California, is by and between the "District", and PLATFORM ATHLETICS, LLC (dba, PLT4M) (hereinafter referred to as "Contractor").

Whereas, this document, EXHIBIT A, is considered a part of the Contractor's "PLT4M Partnership Agreement" (hereinafter referred to as Agreement) and the terms of this EXHIBIT A shall control over any conflicting terms in the referenced Agreement;

The District and the Contractor, for the consideration stated herein, agree as follows:

1. Contractor shall timely perform within the time required by the District everything required to be performed, and shall provide, furnish and pay for all the labor, materials, supplies, tools, equipment, and all applicable taxes, utility and transportation services required pursuant to this Agreement. All of said work shall be performed and completed in a good workmanlike manner in strict accordance with all provisions of the Agreement as hereinabove defined and in accordance with applicable laws, codes, regulations, ordinances and any other legal requirements. The Contractor shall be liable to the District for any damages arising as a result of a failure to fully comply with this obligation.
2. Term of Agreement is September 1, 2020, through August 31, 2021.
3. The District shall have discretion to terminate this Agreement at any time and require Contractor to cease all work under this Agreement by providing Contractor thirty (30) days prior written notice of termination specifying the desired date of termination. Upon receipt of written notice of such termination, Contractor shall:
 - (i) Cease operations as directed by District in the notice;
 - (ii) Take any actions necessary, or that District may direct, for the protection and preservation of the work; and
 - (iii) Not terminate any insurance provisions as required herein

In case of such termination for the District's convenience, Contractor shall be entitled to receive payment from the District for products satisfactorily received and accepted prior to the effective date of the termination. The foregoing provisions are in addition to and not in limitation of any other rights or remedies available to the District.

4. Hold Harmless and Indemnification. To the fullest extent permitted by law, the Contractor, at the Contractor's sole cost and expense, agrees to fully defend, indemnify and hold harmless, the District, including but not limited to any of its Governing Board members, officers, employees and agents, from and against any and all claims, actions, demands, costs, judgments, liens, penalties, liabilities, damages, losses, anticipated losses of revenues, and expenses, including any fees of

accountants, attorneys or other professionals, arising out of, in connection with, resulting from or related to, or claimed to be arising out of, in connection with, resulting from or related to any act or omission by the Contractor or any of its officers, agents, employees, any person performing any of the services pursuant to a direct or indirect contract with the Contractor or individual entities comprising the Contractor, in connection with or relating to, or claimed to be in connection with or relating to this Agreement, including but not limited to, any costs or liabilities arising out of or in connection with:

- (a) failure to comply with any applicable law, statute, code, ordinance, regulation, permit or orders;
- (b) any misrepresentation, misstatement or omission with respect to any statement made in the bid documents or any document furnished by the Contractor in connection therewith;
- (c) any breach of duty, obligation or requirement under the bid documents;
- (d) any failure to provide notice to any party as required under the bid documents; or
- (e) any failure to act in such a manner as to protect the District from loss, cost, expense or liability.

This indemnity shall survive termination of the Agreement or final payment thereunder. This indemnity is in addition to any other rights or remedies which the District may have under the law or under the bid documents. In the event of any claim or demand made against the District which is entitled to be indemnified hereunder, the District may in its sole discretion reserve, retain or apply any monies due to the Contractor under the bid documents for the purpose of resolving such claims; provided, however, that the District may release such funds if the Contractor provides the District with reasonable assurance of protection of the District's interests. The District shall in its sole discretion determine whether such assurances are reasonable.

5. All items shall be subject to the inspection of the District. Inspection of the items shall not relieve the Contractor from any obligation to fulfill this Agreement. Defective items shall be made good by the Contractor, and unsuitable items may be rejected, notwithstanding that such defective items have been previously overlooked by the District and accepted. If any items shall be found defective at any time before final acceptance of the complete delivery, the Contractor shall forthwith remedy such defect in a manner satisfactory to the District. All items rejected by the District at any time prior to final inspection and acceptance shall at once be removed from the place of delivery by the Contractor who shall assume and pay the cost thereof without expense to the District, and shall be replaced by items satisfactory to the District.

6. While engaged in carrying out and complying with the terms and conditions of this Contract the Contractor is an independent Contractor, and is not an officer, employee or agent of the District.

7. Contractor shall, at Contractor's sole cost and expense, provide for and maintain in full force

and effect, from the commencement of services until the expiration of this Agreement, a policy or policies of insurance, in connection with the furnishing of materials, articles, or services covered under this Agreement. Contractor agrees to provide an endorsement to this policy(s) stating, "Such insurance as is afforded by this policy shall be primary, and any insurance carried by The District shall be excess and noncontributory." In addition, Contractor agrees to name the District, its Governing Board, officers, agents and employees as additional insured under said policy. No later than five (5) calendar days after the execution of this Agreement, Contractor shall provide The District with copies of the policy or policies of insurance evidencing all coverage's and endorsements required hereunder including a provision for a thirty (30) day written notice of cancellation or reduction in coverage.

Commercial General Liability Insurance for injuries including accidental death, to any one person in an amount not less than and	<u>\$1,000,000.00</u> per occurrence	<u>\$2,000,000.00</u> general aggregate
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Subject to the same limit for each person on account of one accident, in an amount not less than	<u>\$1,000,000.00</u> per occurrence	<u>\$2,000,000.00</u> general aggregate
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Comprehensive Automobile Liability Insurance covering the use of all owned, non-owned and hired vehicles with combined single limit, bodily injury and property damage in an amount not less than	Contractor will not perform any driving as it is related to the Agreement including, but not limited to onsite professional development or related
	<u>IB</u>

Workers' Compensation Insurance in accordance with Sections 3700 and 3800 of the Labor Code of the State of California	Contractor will carry its own Workers Compensation as required by its state and federal guidelines
	<u>IB</u>

8. The failure of the District in any one or more instances to insist upon strict performance of any of the terms of this Agreement or to exercise any option herein conferred shall not be construed as a waiver or relinquishment to any extent of the right to assert or rely upon any such terms or option in the future.

9. The Contractor shall not assign, transfer, convey, sublet or otherwise dispose of this Agreement or of its rights, title or interest in or to the same or any part thereof. If the Contractor shall assign, transfer, convey, sublet or otherwise dispose of the Agreement or its right, title or interest therein, or any part thereof, such attempted or purported assignment, transfer, conveyance, sublease or other disposition shall be null, void and of no legal effect whatsoever; and the Agreement may, at the option of the District, be terminated, revoked and annulled, and the District shall thereupon be relieved and discharged from any and all liability and obligations growing out of the same to the Contractor, and to its purported assignee or transferee.

10. The Contractor shall maintain books, records, documents, and other evidence and accounting procedures and practices, sufficient to reflect properly all costs of whatever nature claimed to have been incurred and anticipated to be incurred for the performance of this Agreement. The Contractor shall preserve and make available its records to the District and/or other representative agencies having a pecuniary or other bona fide interest in this Agreement including designees of the interested parties for a period of five (5) years from the date of expiration of this Agreement or until released in writing from this obligation by the District. The Contractor is responsible for any audit discrepancies involving any deviation from the terms of this Agreement, and for any commitments or expenditures in excess of amounts allotted by the District.

11. Any notice from one party to the other or otherwise under the Agreement shall be in writing and shall be dated and signed by the party giving such notice or by a duly authorized representative of such party. Any such notice shall not be effective for any purpose whatsoever unless served in one of the following manners:

- (1) If notice is given to the District, by personal delivery thereof to the District, or by depositing same in United States mail, enclosed in a sealed envelope addressed to the District, and sent by registered or certified mail with postage prepaid;
- (2) If notice is given to Contractor, by personal delivery thereof to said Contractor, or by depositing same in United States mail, enclosed in a sealed envelope addressed to said Contractor at its regular place of business or at such address as may have been established for the conduct of work under this Agreement, and sent by registered or certified mail with postage prepaid.

12. Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and the Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not currently inserted, then upon application of either party, the Agreement shall forthwith be physically amended to make such insertion or correction. The Agreement and bid documents are complementary. Contractor warrants and certifies that in the performance of this Agreement, it will comply with all applicable statutes, laws, rules, regulations and orders of the United States, and of any state or political subdivision thereof, including laws and regulations pertaining to labor, wages, hours, and other conditions of employment, and applicable price ceilings if any. The Contractor shall indemnify, hold harmless and defend the District against any and all actions, proceedings, penalties or claims arising out of the failure to comply strictly with the IRCA. Failure of the District to insist on the strict performance of the terms and conditions of this Agreement shall not constitute or be construed as a waiver or relinquishment of the District rights thereafter to enforce strict compliance with any such terms or conditions but the same shall continue in full force and effect.

13. The parties to the Agreement shall be excused from performance during the time and to the extent that they are prevented from obtaining, delivering or performing by act of God, fire, or commandeering of materials, products, plants or facilities by the government, when satisfactory

evidence thereof is presented, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the party not performing.

14. This Agreement constitutes the entire agreement of the parties. No other agreements, oral or written, pertaining to the work to be performed, exists between the parties. This Agreement can be modified only by an amendment in writing, signed by both parties.

15. The laws of the State of California shall govern the terms and conditions of this Agreement with venue in the County of Orange.

16. Each of the parties signing this Agreement warrants to the other that he or she has the full authority of the entity on behalf of which his or her signature is made.

17. The Contractor hereby certifies, under penalty of perjury, under the laws of the State of California that under the Agreement the Contractor will comply with the requirements of the Drug-Free Workplace Act of 1988 (Government Code Section 8350 et. seq.) and the Anaheim Union High School Board of Trustees's Policy (BP 6317.20). Therefore, the work site shall be kept drug and alcohol free at all times.

18. The Contractor hereby agrees, under the Agreement, he will comply with the Anaheim Union High School Board of Trustees's Policy (BP 6317.15) which states: "The Governing Board recognizes the health hazards associated with tobacco products, including the breathing of second-hand smoke and desires to provide a healthy environment for students and staff." Therefore, the work site shall be kept tobacco free and smoke-free at all times.

19. The District may, by written notice of default to the Contractor, terminate the contract in whole or in part if:

A. The Contractor fails or neglects to perform any of the services listed herein in the manner and time specified, or if, in the opinion of the District, the items(s) provided fail to perform satisfactorily;

OR

B. The Contractor fails to perform any of the other provisions of the RFP or purchase order and does not cure such failure within a period of two (2) days (or such longer period as the District may authorize in writing) after receipt of notice from the Anaheim Union High School District specifying such failure.

20. As we enter into a contract for digital resources, that Contractor must sign the California Student Data Privacy Agreement or CSDPA (attached). California has passed student data privacy laws, Ed Code 49073.1 (incorporating AB 1584) and California Business & Professions Code 22584 (incorporating SOPIPA), that require schools to only enter into contracts for digital resources that meet the stated data privacy thresholds; therefore, we need to have a signed data privacy agreement. If Contractor has a CSDPA V2 contract with an Exhibit E with another District, the District may elect to execute it's own Exhibit E.

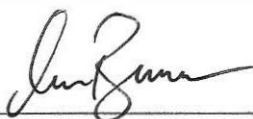
of the work. In addition, it shall be the District's responsibility to take appropriate steps to protect the safety of any pupils that may come in contact with the Contractor. Attached is the District's standard Fingerprint Certification form that must be completed prior to commencement of any work. EXHIBIT U

If the Contractor refuses or fails to comply with this section, such refusal or failure shall be considered sufficient cause for termination of the Agreement, in whole or in part, under Item 13., the default provision clause of the Agreement.

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

CONTRACTOR:

DISTRICT:



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

(Signature, Authorized Representative)

(Signature, Authorized Representative)

Ian Bonner

Jaron Fried, Ed.d.
Assistant Superintendent, Education
Anaheim Union High School District

Signer's Name

Director of School Partnerships

Title

45-5637977

(EIN)

508-688-0286

(Telephone)

ian@pl4m.com

(Email Address)

8/31/2020

(Date)

(Date)

DISTRICT Board of Education Approval (Ratification) Date: September 15, 2020

**CERTIFICATION
CRIMINAL RECORDS CHECK
AB 1610, 1612 and 2102
RFP 2010-02**

To the Governing Board of Anaheim Union High School DISTRICT:

I, Ian Bonner, certify that:

1. I have carefully read and understand the Notice to Contractors Regarding Criminal Record Checks (Education Code Section 45125.1) required by the passage of AB 1610, 1612 and 2102.
2. Due to the nature of the work I will be performing for the DISTRICT, my employees may have contact with students of the DISTRICT.
3. None of the employees who will be performing the work have been convicted of a violent or serious felony as defined in the Notice and in Penal Code Section 1192.7 and this determination was made by a fingerprint check through the Department of Justice.

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

Executed at Framingham, MA on 8/31, 2020.
(City) (State) (Date)

Ian Bonner
Signature

Ian Bonner
Typed or printed name

Director of School Partnerships
Title

39 John W Finley Framingham, MA 01701
Address

508-688-0286
Telephone



the art of education
UNIVERSITY

"We grow amazing art teachers by providing rigorous, relevant, and engaging learning at every stage of their career."

Anaheim Union High School District



FLEX Curriculum



PRO Learning

Curriculum Suite | One Year

FLEX Curriculum + PRO Learning

Aug. 1, 2020-July 30, 2021

SUBTOTAL

▼ \$22,715.00 ✓

Description	Item	Quantity	Price
Curriculum Suite One Year Subscription FLEX Curriculum The Curated Curriculum Cloud for Art Teachers + PRO Learning Personalized professional learning platform for professional art educators + School Success Exclusive access to world-class implementation and support services. Your dedicated School Success Manager will be available every step of the way- from initial teacher training to long term account support	\$649.00	35 Teachers	\$22,715.00

TOTAL EXCLUDING TAX:

\$22,715.00

Total

\$22,715.00

The Art of Education University- Terms and Conditions

Accept



LAST ACCEPTED BY BRIAN BELSKI,
6PM JULY 2, 2020

Billing Information

Date Created: June 15, 2020

Quote Number: AUHSD61520

District Contact: Brian Belski

Bill to: Anaheim Union High School District

Bill to Address:

501 North Crescent Way

Anaheim, CA 92801

Quote Expiration: August 22, 2020

This proposal prepared by: Simeon Cardwell, *District Sales Manager*




Audit Trail

Project Details

Backup Hash	ME5HhE0okQC069MdxlJFHTIC70zysA
Backup Time	Thu Jul 02 2020 18:37:16 GMT+0000 (Coordinated Universal Time)
Number of Accepters	2
Accepted Total with Taxes	22715
Accepted Total	22715
Currency	USD
Link Secret	1CyS7i99R12P

EJ Caffaro

Accept Time	Thu Jul 02 2020 11:38:51 GMT+0000 (Coordinated Universal Time)
Legal Entity	The Art of Education University
Name	EJ Caffaro
Email	ejcaffaro@theartofeducation.edu
Session Time	Thu Jul 02 2020 11:38:28 GMT+0000 (Coordinated Universal Time)
IP	174.52.166.148
signature	

Brian Belski

Accept Time	Thu Jul 02 2020 18:37:16 GMT+0000 (Coordinated Universal Time)
Legal Entity	Anaheim Union High School District
Name	Dr. Jaron Fried, Assistant Superintendent, Ed. Division
Email	fried_ja@auhsd.us
Session Time	Thu Jul 02 2020 18:32:57 GMT+0000 (Coordinated Universal Time)
IP	172.89.45.21
signature	



Services Agreement

Services Agreement for: **Anaheim Union High** ("Customer", "you")

The Lucid for Education Suite includes web-based learning tools that enable classroom activities to mirror real world collaboration and team building. We've tailor built the Lucid for Education Suite to act as a catalyst for the development of critical thinking, creativity and communication both in and out of the classroom.

Full use and implementation of the Lucid for Education Suite may take time; therefore, this Services Agreement guarantees pricing for the period stated below to promote proper implementation and maximum return on investment.

Lucid for Education Suite

Please send Purchase Orders to and direct billing questions to:		*purchaseorders.lucidchart.com and cc:	gmorrow@lucidchart.com
PAYMENT DETAILS		PAYMENT TERMS	LICENSE START DATE*
Payment Method:	Check	Net30	Purchase Date
Payment Information:	DEPT CH 17239 Palatine, IL, 60055-7239, USA		

SUBSCRIPTION	SUBSCRIPTION TERM	QUANTITY	Type	TOTAL PRICE
Lucid for Education Suite	1 Year from Start Date	1	K12 Account	\$29,500.00

Offer valid until: 9/31/2020

This will be invoiced on 2 seperate invoices:

- 1 invoice for Lucidchart
- 1 invoice for Lucidpress

SUBTOTAL	\$29,500.00
SALES TAX	\$0.00
TOTAL	\$29,500.00

General Terms & Conditions

This Services Agreement (the "Agreement") is entered into between Lucid Software Inc, a Delaware corporation ("Lucid", "us", "we") and the Customer listed above. The Lucidchart Terms of Service and Lucidpress Terms of Service found at <https://www.lucidchart.com/pages/tos> and <https://www.lucidpress.com/pages/tos>, respectively, are hereby incorporated by reference.

Paid Upfront

Unless otherwise stated above, the initial term of this Agreement will begin on the license start date and will continue for the period stated above. Thereafter, your subscription will renew automatically for additional one (1) year terms at Lucid's then-current pricing and terms unless either party delivers written notice of its intent not to renew no later than thirty (30) days prior to the end of the then-current subscription period.

Multi-Year Paid Annually

Unless otherwise stated above, the initial term of this Agreement will begin on the license start date and will continue through Sept 1, 2021 (the "Initial Term"). If the Initial Term contains a free period, such free period is not a proof of concept and no termination right arises after the free period. After the Initial Term, this Agreement will automatically renew for two additional one (1) year terms (each, a "Renewal Period"), unless either party delivers written notice of its intent not to renew no later than thirty (30) days prior to the end of the then current Initial Term or Renewal Period. After the 3-year period your subscription will automatically renew for additional one (1) year terms at Lucid's then-current pricing and terms unless either party delivers written notice of its intent not to renew no later than thirty (30) days prior to the end of the then current subscription period.

Customer Account Maintenance Responsibility

Customer agrees to review a list of users on its email domain at the beginning of this Agreement and annually thereafter to categorize users as students/ teachers/ administrators and to inform us of which users should no longer have an account (because they have left the school/district or otherwise).

Service Descriptions

Payment and Invoicing Terms

Pre-paid fees are non-refundable. There will be a 5% standard technology price increase in years two and three unless multi-year pricing is indicated above.

Agreed and Accepted:

I understand that by signing this Agreement, **Anaheim Union High** is agreeing to purchase the Lucid for Education Suite and other products and services per the pricing and other terms in this Agreement.

_____ Purchase Order Number: _____
_____ Purchase Order Number will be provided within fourteen days
_____ Check will be mailed

Anaheim Union High

Signature: _____

Date: 9/16/20

Name: Dr. Jaron Fried

Title: Assistant Superintendent, Ed. Division

Lucid Software Inc.

Signature: *Cara Frisbie*

Date: 08 / 25 / 2020

Cara Frisbie
VP & General Counsel

Thank you for choosing Lucid for Education!

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

School:	John F Kennedy High School	Date of Application:	8/2/2020
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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:

KIKA Club

Purpose of the group (Please describe thoroughly):

KIKA Club is based on KIKA Organization which is a non-profit my sister and I started around a month ago. Our vision is to fight malnutrition in Guatemala and educate families about the importance of schooling in order to get out of the cycle of poverty. Guatemala is the number one country in Latin America that suffers from chronic child malnutrition. Our mission is to get as many people to sponsor around 60 families by making a monthly donation of their choice. They will also have the option to "adopt a child" which would be \$20 a month or "adopt a family" which would be \$55 a month. We currently have help from a non profit in Guatemala called Ayudanos a Ayudar and the support of teachers and the principal of a school in a remote area KIKA Organization is currently helping. So far we have been able to raise enough to feed around 17 families for the month of August. The goal of KIKA Club is to impact students by educating them about what is going on, especially during this pandemic, and how even small donations can make a big impact. Members of KIKA Club will be prompted to find as many sponsors as possible and hopefully become a

sponsor themselves. They will also be encouraged to purchase a KIKA T-shirt which will be able to help feed a child for a month. We will be sending letters along with the donations to the children and family we are helping. We will also try to get pictures, thank you letters/information about the child or family to the sponsor so that they will be able to see who and how they were able to help with their donation.

Frequency of group meetings:

Once a week

Proposed meeting day, time and location:

Day:	Tuesday	Time:	12:30-1	Location:	Zoom Meetings
	s		:30		

Applicant's Signature:	<i>Kiara Rascon</i>	Date:	8/2/2020
Printed Name:	Kiara Rascon		

Advisor's Signature:	<i>M. Martinez</i>	Date:	8/8/2020
Printed Name:	Mrs. Martinez		

Principal's Signature:	<i>Adam Hernandez</i>	Date:	8-12-20
Printed Name:	Adam Hernandez		

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

Assistant Superintendent's Signature:		Date:	
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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:	Oxford Academy	Date of Application:	May 20, 2020
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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:

OA National Alliance of Mental Illness (NAMI)

Purpose of the group (Please describe thoroughly):

The main purpose of this club is to introduce students to the topic of mental health. By doing so, the club would reduce stigma around mental illness, help students find the right support, provide methods of self-care, and recruit members and maintain an active membership.

Frequency of group meetings:

Once per week

Proposed meeting day, time and location:

Day:	Tuesday	Time:	Lunch	Location:	Mr. Cuenca's room
------	---------	-------	-------	-----------	-------------------

Applicant's Signature:	<i>Debdeep B</i>	Date:	May 20, 2020
Printed Name:	Debdeep Bandyopadhyay		

Advisor's Signature:	<i>J. Cuenca</i>	Date:	May 20, 2020
Printed Name:	Jun Cuenca		

Principal's Signature:	<i>A Houston</i>	Date:	8/14/2020
Printed Name:	Amber Houston		

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

Assistant Superintendent's Signature:		Date:	
---------------------------------------	--	-------	--

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:	Dale Jr High	Date of Application:	7/29/20
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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:

BSU (Black Student Union)

Purpose of the group (Please describe thoroughly):

The purpose of the BSU is to help students strive for academic excellence, heighten cultural awareness, embrace cultural diversity and promote unity. The BSU will help promote academic excellence by visiting colleges, attending college fairs, hosting summits and/or webinars. The BSU will help heighten cultural awareness by exploring African and African American culture. The BSU will embrace cultural diversity and promote unity through the means of community service and actively participating with other groups.


Frequency of group meetings:

1 X per week

Proposed meeting day, time and location:

Day:	Thurs	Time:	1:00pm	Location:	Virtual Learning
------	-------	-------	--------	-----------	------------------

Applicant's Signature:	Aubery Summerville	Date:	7/29.
Printed Name:	Aubery Summerville		

Advisor's Signature:		Date:	7/29
Printed Name:	Patricia Parra and Carolyn Torres		

Principal's Signature:	Lorena Moreno	Date:	7/29
Printed Name:	Lorena Moreno		

Lorena Moreno

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

Assistant Superintendent's Signature:		Date:	
---------------------------------------	--	-------	--

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: **SOUTH JR HIGH
SCHOOL**

Date of Application: **August 11, 2020**

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

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

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

Name of proposed group:

BSU (Black Student Union)

Purpose of the group:

The purpose of the BSU is to help students strive for academic excellence, heighten cultural awareness, embrace cultural diversity and promote unity. The BSU will help promote academic excellence by visiting colleges, attending college fairs, hosting summits and/or webinars. The BSU will help heighten cultural awareness by exploring African and African American cultural. The BSU will embrace cultural diversity and promote unity through the means of community service and actively participating with other groups.

Frequency of group meetings:

Weekly

Proposed meeting day, time and location:

Day: **Tuesdays** Time: **10am** Location: **Virtual/Room 603**

Applicant's Signature:

Printed Name: **Adrian Bermudez**

Date: **7-19-20**

Advisor's Signature:

Printed Name: **Arthur Russell**

Date: **8-11-2020**

Principal's Signature:

Education/Non-Curriculum Related Organization/Rev 10/08

Date: **8-13-2020**

Printed Name: Enrique Romero

8/13/20

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

Assistant Superintendent's Signature:

Date:

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

AGREEMENT

between the

ANAHEIM UNION HIGH SCHOOL DISTRICT

and the

**ANAHEIM SECONDARY TEACHERS
ASSOCIATION**

for the period

August 6, 2018

through

***the first Teacher work day of
the 2020-21 school year***

Board Approved: March 5, 2019

Reopener Agreement for 2019-2020
Board Approved: Pending

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ARTICLE 1: AGREEMENT

1.1 Agreement

This Agreement is made and entered into the first teacher work day of the 2018-2019 school year, by and between the Board of Trustees of the Anaheim Union High School District, whose address is 501 N. Crescent Way, Anaheim, California 92803-3520, hereinafter referred to as the “District” or “Board”, and the Anaheim Secondary Teachers Association, CTA/NEA, hereinafter referred to as the “Association”, whose address is 50 S. Anaheim Blvd., Suite 300, Anaheim, California 92805.

1.2 Separability and Savings

If any provision of this Agreement is held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any provision should be restrained by any tribunal of competent jurisdiction pending a final determination as to its validity, the remainder of this Agreement or the application of such Article or section as to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

1.3 Disagreement on Scope

At the request of either party, the District and the Association shall, within forty-five (45) days of an unappealed decision of the hearing officer, or by PERB, or courts, if appealed to the courts, that an item(s) claimed by either party to be outside of scope and thus not covered by this Agreement is within the scope of negotiations, meet and negotiate on the item in an attempt to reach a mutually acceptable amendment to this Agreement.

1.4 Entire Agreement

The parties agree that the terms and conditions expressly set forth in this Agreement represent the full and complete Agreement and commitment between the parties thereto.

The parties agree that this Agreement is intended to cover all matters relating to wages, hours and all other terms and conditions of employment as specified in Section 3453.2 of Chapter 10.7, Division 4, Title I of the Government Code of the State of California, and that during the term of the Agreement neither the District nor the Association, without mutual agreement, will be required to meet and negotiate on any further matters affecting these or any other subjects not specifically set forth in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both the District or the Association at the time they met and negotiated on and executed this Agreement, or even though such subjects or matters were proposed and later withdrawn.

1.5 Waivers to Contract

Waivers to this contract granted for the purpose of individual site projects, school improvement plans and the like shall not serve as precedents for future action by the District, which would negate the bargaining process.

1.6 Publication of Agreement

As soon as possible after the ratification of this Agreement by the District and the Association, the District shall have copies of the Agreement prepared and shall supply one (1) copy of the Agreement to each present and future member of the bargaining unit and fifty (50) copies to the Association.

ARTICLE 2: RECOGNITION

2.1 Recognition

The Board recognizes the Association as the sole and exclusive representative of employees performing services in categories and groupings of positions and classifications described as follows:

2.1.1 Classroom Teachers

Included: All regular contract certificated personnel expressly including the following designations and grouping of positions and classifications: All regular contract classroom teachers, grades 7 through 12, including regular part-time teachers; temporary teachers as defined by Education Code 44920 and 44918; adaptive physical education teachers, library/media teachers, categorically funded teachers; hearing impaired resource teachers; occupational assessment teachers; itinerant vision resource teachers; speech specialists; nurses; vocational education nurses; staff specialists; regular contract hourly classroom teachers; and summer school teachers.

Excluded: All management employees as designated by the Board of Trustees; all classified employees; all supervisory and confidential employees; all casual or limited term personnel and others such as all substitutes; all hourly certificated employees working outside the regular contract assignments, except summer school teachers; all psychologists; all counselors; and the District doctor.

2.2 Charter Schools

The parties recognize the value and importance of the inclusion of bargaining unit membership as part of any charter petition submitted to the District for consideration by the Board.

ARTICLE 3: MANAGEMENT RIGHTS

It is understood and agreed that the District retains all of its powers and authority to direct, manage and control to the full extent of the law. Included in, but not limited to those duties and powers, are the exclusive rights to determine its organization; direct the work of its employees; determine the time and hours of operation; determine the kinds and levels of services to be provided, and the methods and means of providing them; establish its educational policies, goals and objectives; insure the rights and educational opportunities of students; determine staffing patterns; determine the number and kinds of personnel required; maintain the efficiency of District operations; determine the curriculum; build, move or modify facilities; establish budget procedures and determine budgetary allocation; determine the methods of raising revenue; take action on any matter in the event of an emergency, i.e., act of God, natural disaster, act of war, declaration of martial law, strike, insurrection, revolution, flood, earthquake, fire, epidemic, plague, drought, power failure, or energy crisis; in addition, the District retains the right to hire, classify, assign, evaluate, promote, terminate and discipline employees.

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

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

Any dispute arising out of or in any way connected with either the existence of or the exercise of any of the above described rights of the District is not subject to the grievance provisions set forth in Article 7 unless the dispute is otherwise grievable under another Article of the Agreement.

ARTICLE 4: ASSOCIATION RIGHTS

4.1 Distribution and Posting of Materials

The Association shall have the right to post notices of matters of Association concern on designated bulletin boards in each school building in areas frequented by unit members. The Association shall have the right to use the District mail service and individual teacher mailboxes so far as such use complies with the law. ASTA will be charged \$1.00 for each districtwide mailout, up to a maximum of \$25.00 per year, in order to assist in defraying the cost of such deliveries.

Any literature to be distributed or posted must be dated and must identify the person or organization responsible for its promulgation. The Association shall provide to the Superintendent and the site administrator a complete copy of the material deposited in school mailboxes or posted on bulletin boards.

4.2 Released Time

4.2.1 Released Time - Negotiations

During each school year when negotiations are in progress, and following prior notice and schedule coordination with the immediate supervising administrator, five (5) authorized representatives of ASTA bargaining unit shall be granted a maximum of five (5) full days of released time each without loss of compensation for the purpose of meeting and negotiating. This released time shall be taken in minimum increments of one (1) full day. Additional days may be granted, if necessary, upon mutual agreement of the parties and with approval of the Superintendent.

Members of the ASTA bargaining team shall be responsible for notifying their immediate supervisor of meeting times and dates and requesting released time one (1) day prior to scheduled negotiation meetings. Only in cases of emergency or hardship, as defined by the immediate supervisor, may a unit member's request be refused.

4.2.2 Released Time - Association Business

Upon twenty-four (24) hours prior notice to the District and authorization by the President of the Association, the Association shall be provided a maximum of thirty-five (35) days each school year of released time for the purpose of conducting Association business. These days shall be taken in minimum increments of one (1) full day. Payment for the substitute(s) replacing the absent unit member(s) shall be reimbursed to the District Business Office by the Association within thirty (30) days of receipt of invoice.

4.2.2.1 Released time indicated above may be increased in cases of demonstrated need if requested by the Association and approved by the District.

4.2.3 Released Time - Association President

The District shall provide the Association President with released time for the duration of this contract. Such released time shall be granted by the District. The Association agrees to reimburse the District for the cost of a long term substitute. Released time indicated above may be increased or decreased if requested by the Association and approved by the District.

The District shall return the unit member serving as the Association President to the same school in which s/he had been prior to serving as Association President. If an opening does not exist, the involuntary transfer process will be used as stated in 9.5 and Appendix G. Neither the returning association president nor the involuntarily transferred teacher will be guaranteed the same teaching assignment.

4.3 Unit Member Information

The District shall provide the Association with the name; job title; department; work location; work, home, and personal cellular telephone numbers; personal email address on file with the district; and home address of all employees in the bargaining unit at least every 120 days. The District shall also provide the Association with the same information for any newly hired employee within the bargaining unit within 30 days after the date of hire or by the first pay period of the month following hire. The foregoing timelines may be extended by mutual agreement.

4.4 Availability of Information

School Board Packets: The District will make available to the Association, two (2) school board packets at least seventy-two (72) hours in advance of a regularly scheduled Board meeting, and twenty-four (24) hours in advance of a special Board meeting.

4.5 Access to Work Sites

Authorized Association representatives shall, in accordance with the conditions noted herein, have the right of reasonable access to District facilities for the purpose of contacting unit members, and transacting lawful Association business. Upon arriving at a school site, any such representative shall first report to the office of the site administrator to announce his or her presence and the intended purpose of the visit.

In no event shall any representative or unit member interrupt or interfere in any way with normal work. Contacts with unit members shall be limited to unassigned times and duty-free lunch periods.

4.6 Representation

A unit member has a right to Association representation when a meeting is conducted: to investigate facts that may lead to discipline; to adjust employee complaints/grievances; at disciplinary conferences that go beyond merely informing the unit member of discipline. The representative may, on behalf of the unit member, discuss facts, make arguments, act as a "buffer" between administration and unit member. The right to representation does not attach in routine conversations, including, but not limited to: the giving of instructions; training of personnel; correcting work techniques; preliminary evaluation conferences; notifying employees of discipline.

4.7 New Teacher/Unit Member Orientation

The Association will have access to new teacher/unit member onboarding and orientation activities conducted by the District. A new teacher/unit member orientation will be held by the District no later than the end of the fourth week of the start of the new school year. The District will provide no less than ten (10) days advance notice to the Association regarding the date(s) of the new teacher/unit member orientation(s).

4.8 Meeting Dates

Except in extraordinary circumstances, the District will not schedule districtwide meetings, Back to School Night and Open House on those days ASTA has a calendared representative assembly meeting. ASTA will provide a listing of meeting dates by April 1 of each year.

ARTICLE 5: DUES DEDUCTION

5.1 Dues Deduction

5.1.1 The right to payroll deduction for payment of organizational dues shall be accorded to the Association. Association members who currently have authorization cards on file for the above purposes need not be resolicited. Association dues and fees, upon formal written request from the Association to the District, shall be increased or decreased without resolicitation and authorization from unit members.

5.1.2 Pursuant to authorization by the unit member, the District shall deduct one-tenth (1/10) of the Association dues and fees from the regular salary check each month. Deductions for unit members who sign such authorization after commencement of the school year shall be appropriately prorated to complete the payment by the end of the school year.

5.1.2.1 Any unit member who is a member of the Anaheim Secondary Teachers Association/CTA/NEA, or who has applied for membership, may sign and deliver an assignment authorizing deduction of unified membership dues, initiation fees and general assessments in the Association. Pursuant to such authorization, the District shall deduct one-tenth (1/10) of such dues and fees from the regular salary check of the unit member each month for ten (10) months. Deductions for unit members who sign such authorization after the commencement of the school year shall be appropriately prorated to complete payments by the end of the school year.

5.1.3 With respect to all sums deducted by the District pursuant to authorization of the unit member, for membership dues and fees, the District agrees promptly to remit such monies to the Association along with an alphabetical list of unit members for whom such deductions have been made and any changes that may have occurred since the previous list.

5.2 Maintenance of Membership

Any unit member who has authorized Association dues deductions on the effective date of this Agreement or at any time subsequent to the effective date of the Agreement shall continue to have such dues deductions made by the District during the term of this Agreement; provided, however, that any unit member may cancel or change such Association dues according to the terms of their signed authorization by notifying the Association in writing of the cancellation or change. Pursuant to Education Code section 45060, the District shall rely on information provided by the Association regarding whether deductions for a unit member were properly cancelled or changed, and the Association shall indemnify the District for any claims made by any unit member for deductions made in reliance of that information.

ARTICLE 6: CONCERTED ACTIVITIES

The Association hereby agrees that neither it nor its officers, officials, agents, or representatives shall incite, encourage or participate in any strike, walkout, slowdown, or other work stoppage against the District during the life of this Agreement. In the event of a strike, walkout, slowdown, or work stoppage in violation of this Agreement, the Association and its respective officers, agents, and representatives will do everything reasonably within their power to end or avert the same.

Any unit members engaging in or assisting any strike, slowdown, work stoppage, or other interference with the District's operations in violation of this Article shall be subject to disciplinary action up to and including termination.

ARTICLE 7: GRIEVANCE PROCEDURES

7.1 Definitions

- 7.1.1 A "grievance" is a claim by a unit member that there has been a misinterpretation, misapplication, or violation of a specific provision of this Agreement.
- 7.1.2 A "grievant" is any unit member in the bargaining unit and thus covered by the terms of this Agreement who claims there has been a misinterpretation, misapplication, or violation of a specific provision of this Agreement.
- 7.1.3 A "grievance representative" is any person designated by the Association to process grievances and to represent unit members in grievance meetings.
- 7.1.4 An "administrative representative" is the administrator having jurisdiction over the matter which gave rise to the grievance.
- 7.1.5 A "day" is 0designated by a teacher workday on the Student/Teacher Calendar.

7.2 General Procedures

7.2.1 Grievance Adjustments

This grievance procedure is not intended to deny the right of any individual to seek a satisfactory resolution to a problem.

Adjustments to grievances shall be consistent with the terms of this Agreement.

If a unit member is not represented by the Association or its representative, the District shall notify the Association whenever a grievance has been filed, and prior to an adjustment of the grievance, shall notify the Association of the proposed adjustment and shall provide the Association with the opportunity to respond in writing to the proposed adjustment.

7.2.2 Right to Representation

The grievant shall have the right to be represented by the Association in all discussions concerning a grievance.

7.2.3 Grievance Format

A grievance which proceeds to Step 2 shall be in writing on Form #363 and shall be a clear, concise statement of the grievance including the specific provisions of this Agreement alleged to have been violated, the circumstances involved, the decision rendered at Step 1 and the specific remedy sought.

7.2.4 Disposition of Grievance

The ultimate disposition shall be rendered by one (1) of the following:

7.2.4.1 Grievance and remedy sustained

7.2.4.2 Grievance conditionally sustained with alternative remedy and its rationale

7.2.4.3 Grievance denied with written rationale

7.2.4.4 Grievance denied in part with written rationale

Written rationale provided the grievant by the administrative representative at Step 1 and Step 2 shall not be admitted as evidence by the grievant at arbitration.

7.2.5 Failure to Meet Time Limits

If a grievance is not processed by the grievant in accordance with the time limits set forth in this Article, it shall be considered settled on the basis of the decision last made by the District. If the District fails to respond to the grievance in a timely manner at any level, the running of its time limit shall be deemed a denial of the grievance and termination of the level involved, and the grievant may proceed to the next step.

Time limits for appeal shall begin to run the day following the receipt of the written decision by the grievant.

Time limits hereunder may be lengthened or shortened in any particular case only by written agreement. The parties will attempt in good faith to adjust time limit problems which occur after Step 1.

7.2.6 Release of Witnesses

Witnesses shall be released from assigned responsibilities without loss of compensation when participating in grievance meetings held during the school day. The Association shall notify the District of the names of all witnesses requiring substitute coverage forty-eight (48) hours prior to such meetings.

In the event substitutes are not available to release witnesses for grievance processing, proceedings will be continued until school is dismissed on the day of the hearing.

7.2.7 Copies of Grievance

Copies of grievances shall not be placed in the District personnel file or local site folder of the grievant.

7.2.8 Format for Meetings

Grievance meetings shall be conducted at each step of the grievance procedure. The District representative is the chairperson of the grievance meeting. The standard format for a grievance meeting shall be as follows:

7.2.8.1 Presentation of grievant's case (including the calling of witnesses)

7.2.8.2 Presentation of respondent's case (including the calling of witnesses)

7.2.8.3 Grievant's rebuttal

7.2.8.4 Respondent's rebuttal

7.2.8.5 Discussion

7.2.9 When a matter which is, or may be, the subject of a grievance becomes the subject of an Administrative Procedure Act hearing (e.g., dismissal, non-renewal or reduction in force of permanent or probationary employees), any pending grievance on the matter shall be abated until the disposition of the APA hearing.

7.2.10 Service of Documents

Service of the District response to the grievant at any step shall be complete when either of the following has been accomplished:

7.2.10.1 A copy of the document(s) has been personally given to the grievant, or the representative (if represented by the Association or attorney), or

7.2.10.2 A copy of the document(s) has been placed in the United States mail, postage prepaid, certified mail, and addressed to the grievant, or the representative (if represented by the Association or attorney) at the grievant's last known address

7.3 Grievance Procedures

7.3.1 Step 1: When a unit member has a grievance, the grievance may be brought to the attention of the appropriate administrative representative in an attempt to resolve the problem through discussion.

7.3.2 Step 2: The grievant shall present the grievance in writing to the appropriate administrative representative of the Board.

Such grievance must be presented within twenty (20) days of the date of the occurrence which led to the grievance, or within twenty (20) days of the date the grievant could reasonably be expected to have knowledge of the occurrence.

Within five (5) days after filing of the grievance, a meeting shall be held with the grievant and the grievant's representative. The respondent shall render the Step 2 disposition within five (5) days after the Step 2 meeting.

- 7.3.3 Step 3: In the event the grievant is not satisfied with the decision at Step 2, the grievant may appeal the decision in writing to the Superintendent or his/her designee. Such appeal must be made within five (5) days of the termination of Step 2. The appeal shall include a copy of the original grievance, the decision rendered at Step 2, and a clear, concise statement of the reasons for the appeal. Step 3 hearings shall be held within ten (10) days of the receipt of the appeal from Step 2. The Superintendent or designee shall communicate a decision within five (5) days after the date of the Step 3 hearing and such a decision will terminate Step 3.

7.3.4 Arbitration

7.3.4.1 Submission to Arbitration

If the Association is not satisfied with the decision at Step 3, the grievance may be submitted, by the Association, to arbitration, provided that notification of submission to arbitration is given to the Superintendent within ten (10) days of the Association's receipt of the Step 3 decision.

7.3.4.2 Selection of Arbitrator

The Association and the District shall agree upon an arbitrator. If no agreement is reached within ten (10) days, the parties shall request the American Arbitration Association to administer the selection of the arbitrator in accordance with its rules.

7.3.4.3 Hearing: Arbitrator's Decision

The arbitrator selected in accordance with paragraph 7.3.4.2 above shall conduct a hearing promptly, and in accordance with the rules of the American Arbitration Association. The arbitrator shall hear the issues presented, and shall tender a decision promptly, but in no event later than thirty (30) days from the date of the hearing or thirty (30) days from the deadline for filing post-hearings briefs, whichever occurs later.

7.3.4.4 Fees and Expenses

The fees and expenses of the arbitrator and the hearing shall be borne equally by the parties. All other expenses, including witness fees, conferees, etc., shall be borne by the party incurring them, except that the grievant, the grievance representative, and a reasonable number of

necessary witnesses shall be released from their assignments without loss in compensation or cost to the Association.

7.3.4.5 Statement of Issues

The arbitrator shall be limited to deciding the issue(s) submitted to him/her. If the parties cannot agree upon a statement of the issues, the arbitrator shall determine the issue(s). In cases of procedural disputes regarding arbitrability, timelines, etc., the arbitrator shall be empowered to rule on such disputes.

7.3.4.6 Limitations Upon Arbitrator

The arbitrator shall have no power to alter, amend, change, add to, or subtract from any of the terms of this Agreement, but shall determine only whether or not there has been a violation of this Agreement in the respect alleged in the grievance and the appropriate remedy. The decision of the arbitrator shall be based solely upon the evidence and arguments presented by the respective parties in the presence of each other, and upon arguments presented in briefs. This Agreement constitutes a collective bargaining agreement between the parties which shall be interpreted and applied by the parties and by the arbitrator in the same manner as any other collective bargaining agreement for the laws in the State of California. The function and purpose of the arbitrator is to determine disputed interpretations of terms actually found in the Agreement, or to determine disputed facts upon which the application of the Agreement depends. The arbitrator shall therefore not have authority to decide any issue not submitted or to interpret or apply the Agreement so as to change what can fairly be said to have been the intent of the parties as determined by generally accepted rules for contract construction. Past practice of the parties in interpreting or applying terms of this Agreement may be relevant evidence, but shall not be used so as to justify, or result in, a modification (whether by addition or detracting) of the written terms of this Agreement.

The arbitrator shall only have the power to render an award applying the language of the Agreement in force at the time of the alleged misinterpretation, misapplication, or violation.

The arbitrator may hear and determine only one (1) grievance at a time unless the parties expressly agree otherwise. Both parties will in good faith endeavor to handle cases which involve the same or similar facts and issues in an expedient and convenient manner.

No decision rendered by the arbitrator shall be retroactive beyond the beginning of the last payroll period prior to the twenty (20) day period specified in Step 1 of the grievance procedure.

7.3.4.7 Rules of Procedure

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

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

7.4 No Reprisals

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

ARTICLE 8: LEAVES

A leave of absence is an authorization for a unit member to be absent from duty generally for a specific period of time and for an approved purpose.

Upon expiration of a leave of absence, unit members shall be returned to the same school from which the leave was taken. Such unit members will not be guaranteed the same teaching assignment. Similar to active unit members, unit members returning from leave are subject to layoff and surplus from their original school site. Thereafter, returning unit members shall be subject to Article 9, Transfer.

A condition of each leave of absence is that the credential or permit held at the time the leave was granted, properly authorizing the service, must be maintained in full force by the unit member.

Part-time regular unit members shall be entitled to leaves of absence from their part-time assignments.

Any unit member placed on paid administrative leave of absence shall continue to receive compensation for approved extra service pay assignments for a period not to exceed six months.

8.1 Personal Leaves of Absence Without Pay

Unit members may, upon request, be granted up to one (1) year of absence without pay for the following reasons:

- 8.1.1 Health
- 8.1.2 Maternity, paternity and adoption
- 8.1.3 Activities which contribute to professional development in education, which may include formal study, travel or exchange teaching.
- 8.1.4 Child care
- 8.1.5 Compelling family matters / personal necessity

Leaves shall have the prior approval of the principal. All such unpaid leaves may be, upon request, extended for one (1) additional complete semester or school year. With the exception of leaves of absence granted by state for federal law, leaves shall be limited to a maximum of two (2) years within a five (5) year period of time. Requests for leaves of absence under this provision shall not be arbitrarily or capriciously denied.

With the exception of maternity leave, sick leave, bereavement, industrial accident/illness, leaves of absence shall be limited to permanent unit members.

8.2 Application for Leave

8.2.1 Leaves Other Than Sabbatical

A unit member who is eligible for an unpaid leave of absence must make application for such leave on the District form provided. Requests for such leaves to begin in September must be filed in the Human Resources Office prior to the preceding February 15. Requests for leaves to begin in January must be received on or before the preceding November 15. At the discretion of the Director, Human Resources the afore mentioned time deadline may be waived.

8.3 Notification of Return or Request for Extension

The following procedures shall be adhered to relative to returns from leaves of absence and/or requests for extensions of leaves:

8.3.1 District Notification

On or before February 1 (October 15 for first semester leaves) of the semester nearest and preceding the expiration of the leave of absence, the District shall notify the unit member who is on a leave of absence that his/her position is being held pending notification of request for extension of leave or notification of intention to return from leave. Such notification shall be sent by U.S. mail to the unit member's last known address.

8.3.2 Unit Member Response

On or before March 1 (November 15 for first semester leaves) the unit member shall respond to the District notification by indicating either a request for an extension of leave or the unit member's intention to return from leave. In the event that the unit member fails to respond to the District notification, it is understood that the District may proceed to fill the unit member's position.

8.3.3 Return Before Expiration

A unit member who wishes to return from leave prior to the agreed upon expiration of the leave shall be entitled to fill the next available vacancy for which the unit member is certified and qualified.

At the end of the school year, the unit member will be subject to other terms and conditions of the contract as though assigned to that school for the entire year.

8.4 Salary Advancement During Leave

A unit member granted a leave of absence, other than sabbatical leave, military leave, or Peace Corps leave, shall not be advanced on the salary schedule unless s/he has completed the school year according to law. A unit member granted a sabbatical, military, or Peace Corps leave shall be eligible for advancement on the salary schedule.

8.5 Tragedy Personal Necessity Leave

A long term ninety (90) day personal necessity leave of absence may be provided to a unit member who experiences a serious tragedy within his/her immediate family. For purposes of this section, "immediate family" shall be defined to include parent, sibling, spouse or child. A unit member's compensation during such leave shall be equivalent to the unit member's regular salary and fringe benefits minus the amount necessary to pay a substitute employed to replace the unit member while on leave.

8.6 Parental Leave

8.6.1 Upon request, pregnant unit members shall be granted paid maternity leave for up to six weeks after the birth of a child. Additional maternity leave of up to six weeks shall be unpaid except that unit members may utilize accumulated sick leave (under 8.11.1) or extended sick leave (under 8.20) during that time. Maternity leave will be provided in accordance with existing law.

8.6.2 Upon request, non-pregnant unit members shall be granted parental leave for up to twelve weeks after the birth of a child of the employee, or the placement of a child with an employee in connection with the adoption or foster care of the child by the employee. Said leave shall be limited to one twelve-week leave during any twelve-month period and shall be unpaid except that unit members may utilize accumulated sick leave (under 8.11.1) during that time. Parental leave will be provided in accordance with existing law.

8.7 Industrial Accident and Industrial Illness Leave

8.7.1 Leaves resulting from an industrial accident or industrial illness shall be granted in accordance with the provisions of Education Code Sections 44043 and 44984 and this rule.

8.7.2 A unit member who is absent from duty because of an illness or injury defined as an industrial accident or industrial illness under provisions of the Workers' Compensation Insurance Law, shall be granted paid industrial accident leave for each such accident or illness while receiving temporary disability benefits from Workers' Compensation provided that:

8.7.2.1 The employee has probationary or permanent status.

- 8.7.2.2 The Superintendent/designee has determined that the illness or injury was directly related to the performance of duties while in the employment of the Anaheim Union High School District.
- 8.7.3 A unit member absent from duty because of illness or injury resulting from an accident or condition incurred on duty, which qualifies under Workers' Compensation Insurance, shall be granted an occupational leave for each such accident provided that neither the number of days for one (1) leave nor the total number of days allowed in one (1) school year for more than one (1) such leave does not exceed a total of sixty (60) consecutive working days.
- 8.7.4 Industrial accident and industrial illness leave shall be granted from the first (1st) day of disability but shall not extend beyond the last day for which temporary disability indemnity is received. Only absences which are supported by a physician's certificate and have been verified in writing by the State Compensation Insurance Fund to be the result of a duty connected illness or injury can be paid under the occupational leave policy. Any absence that cannot be so verified shall be charged against the unit member's leave.
- 8.7.5 Should the unit member's absence, due to an occupational injury or illness, extend beyond sixty (60) consecutive working days, the unit member shall be permitted to use accumulated sick leave until temporary disability payment ceases, until he returns to duty, or until illness credits have been used up, whichever is sooner.
- 8.7.6 During any period a unit member is receiving his regular salary from the District, s/he is required to endorse over to the District all temporary disability payments received in accordance with Section 44984 of the Education Code. Charges to the unit member's leave balances shall be as follows:
- 8.7.6.1 Industrial accident and industrial illness leave shall be reduced by one (1) day for each day of authorized absence regardless of temporary disability payments paid.
- 8.7.6.2 Sick leave and/or vacation leave shall be reduced only by that amount necessary to provide a full day's wage or salary when added to temporary disability benefits. Any unit member who is absent because of a work connected illness shall not be entitled to receive wages or salary from the District which, when added to temporary disability benefits, will exceed his full salary during the period of his absence. (See Section 44043 of the Education Code.)
- 8.7.7 A unit member, while receiving industrial accident or industrial illness leave benefits, must remain within the State of California unless the Board of Trustees authorizes travel outside the State.
- 8.7.8 While a unit member is on any paid leave resulting from an industrial accident or industrial illness, the unit member's salary paid by the District shall not, when

added to a normal temporary disability allowance award without penalties granted the unit member under State Workers' Compensation Insurance Laws, exceed the unit member's regular salary.

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

8.8 Personal Necessity Leave of Absence

Unit members may take up to a maximum of ten (10) days of personal necessity leave without stating a reason. A unit member shall be allowed to use two (2) days of personal necessity leave which will not be charged against his or her sick leave. Any other personal necessity leave days will be charged against the unit member's accumulated sick leave. Personal necessity leave days shall not exceed the unit member's number of days of unused sick time.

Permissible personal necessity use

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

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

8.9 Verification of Personal Necessity Leave

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

8.10 Sabbatical Leave

A sabbatical leave of absence may be granted to any unit member only to the extent that the same will benefit the schools and pupil thereof, for not less than one (1) semester nor more than one (1) school year under the following conditions:

- 8.10.1 The applicant must have served at least seven (7) consecutive years in the District preceding the granting of the leave, and no more than one such leave of absence shall be granted to a unit member in each seven (7) years of employment. Other leaves of absence, while not counted as a "year of service," do not constitute a break in consecutive years of service.
- 8.10.2 A leave may be granted for the following reasons:
- 8.10.2.1 Formal Study - Complete a minimum of eight (8) semester hours each semester in an accredited institution of higher learning. Courses must relate to present or future service in the District.
- 8.10.2.2 Travel - Engage in foreign or domestic travel during each semester.
- 8.10.2.3 Study and Travel - A one (1) year leave may be divided between study and travel in accordance with above regulations.
- 8.10.2.4 Independent Study - Provided that the applicant presents a "plan of work" for independent study and a report relative to the accomplishment of such "plan of work" at the conclusion, sabbaticals may be granted for independent study.
- 8.10.3 Compensation while on sabbatical leave shall be fifty percent (50%) of the salary the unit member would have received had s/he remained in active service. At the expiration of the leave, the unit member shall be assigned to the same school or District Office location in which service was rendered at the time of making application for leave, subject to Article 9.
- 8.10.4 A "sabbatical leave committee" composed of certificated employees of the District, shall be appointed by the Superintendent. At least fifty percent (50%)

of the members of this committee shall be selected by the Superintendent from a list of unit members submitted to the Superintendent by the Association. The purposes of this group shall be to administer the sabbatical leave article and to submit to the Superintendent a prioritized list of unit members being recommended for sabbatical leave. It is understood that actions of this committee are subject to the approval of the Superintendent.

8.10.5 The total number of sabbatical leaves granted during any school year shall not exceed one percent (1%) of the total number of unit members employed by the District.

8.10.6 The applicant must provide a surety bond.

8.10.7 The applicant shall agree to serve twice the period of the leave following return to the District.

8.10.8 Return From Leave

The unit member shall, within ninety (90) days following return to active service in the District, submit a comprehensive report to the sabbatical leave committee certifying the successful fulfillment of the terms and conditions under which the leave was granted. This comprehensive report shall include:

8.10.8.1 Formal Study Leave - An official transcript showing courses completed and/or degree earned and a copy of all pertinent materials developed during the leave.

8.10.8.2 Travel Leave - A written report including a complete travel itinerary and a complete file of all pertinent materials collected and/or developed during the leave.

8.10.8.3 A recommendation for use within the District of all of the materials collected or developed.

If a vacant position exists in which the unit member is certified and qualified, unit members returning from sabbatical leave shall be placed in an assignment which corresponds to the purpose of the sabbatical leave, subject to other terms and conditions of the contract.

8.10.9 Failure to Return or Observe the Sabbatical Leave Plan

If a unit member fails to return or observe the sabbatical leave plan, the Board of Trustees may take action to enforce the sabbatical leave plan.

8.10.10 Sabbatical Leave Timeline

Should sabbatical leaves be offered, the following timeline will be in effect:

Notices will be sent to all unit members by mid-October.

Proposals will be due at the District no later than the first working day in December.

The Committee will meet to select unit members for sabbatical leave, for the following school year, by the last working day in December.

The Board will be asked to approve selected sabbatical leave requests at a regularly scheduled meeting during the month of January.

Approved applicants will be notified of the Board's action by the first working day in February.

8.11 Sick Leave, Personal Illness and Injury

8.11.1 Annual Sick Leave and Accumulation

A unit member who is absent due to personal illness and/or injury, including a disability caused or contributed to by pregnancy, shall be allowed full pay for the number of days absent provided that the number of days absent does not exceed the unit member's total accumulated days of sick leave. These accumulated days shall include the entitlement of sick leave days granted on July 1 each year. Members of the bargaining unit employed five (5) days a week shall be entitled to ten (10) days leave of absence for illness or injury for a year of service. Members of the bargaining unit employed less than five (5) days a week for a year of service shall be entitled to that proportion of ten (10) days leave of absence for illness or injury as the number of days employment per week bears to five (5). Unused sick leave shall be accumulated from year-to-year.

To be eligible for sick leave absence with pay, the unit member shall be in a paid status and scheduled for work on the day(s) of absence.

If a unit member resigns, retires, or is terminated and has used more sick leave than was earned, the amount used but not earned shall be deducted from the final warrant of the unit member.

8.11.2 Procedures for Taking Sick Leave

Members of the bargaining unit must notify the District of the absence as soon as the necessity to be absent becomes known to the unit member but in no instance later than 6:30 a.m. of the day of the absence.

Sub Caller Procedure:

Consult your "Employee's Quick Reference Guide" appended to this contract as Appendix D.

8.11.3 Half-Day Absences

A unit member who is absent for one-half (1/2) day or less shall have deducted one-half (1/2) day from the accumulated leave. If the absence exceeds one-half (1/2) day, a full day shall be deducted. If the absence is for one (1) period or less, there shall be no deduction from the accumulated sick leave.

8.11.4 Verification of Absence

The District may require satisfactory proof of the nature, extent, and duration of the illness if it believes a unit member to be abusing the use of sick leave, including but not limited to patterns of absenteeism. In the event that an investigation results in proof that abuse has taken place, the unit member may be subject to loss of pay for the day(s) of the proven abuse and/or other appropriate action.

For absences of more than four (4) days, when there is a question as to the extent and duration of the disability, or the unit member's ability to return to work, the District may require the unit member to submit to an examination by a physician selected by the unit member and the District. The selection must take place within forty-eight (48) hours after the District's request. In the event the time limit is not met, the District shall select the physician from among those physicians under consideration by the unit member and the District.

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

8.12 Short-Term Personal Leaves Without Pay

An excused absence without pay for a unit member may be approved for five (5) days by the principal or administrative supervisor. Upon the recommendation of the principal or administrative supervisor, the superintendent or designee, may authorize an excused absence without pay for unit members up to ten (10) days.

8.13 Court Appearance

A unit member shall be granted, not to exceed three (3) days of absence with full pay because of necessary appearance in court (other than as a litigant) or in response to a

subpoena duly served provided such subpoena is filed with the Board of Trustees or its delegated authority immediately upon its having been received by the unit member.

8.14 Jury Leave

The District agrees to grant to members of the bargaining unit regularly called for jury duty in the manner provided by law, leave of absence without loss of pay for time the unit member is required to perform jury duty during the unit member's regularly assigned working hours. Unit members, so called for jury duty, must notify the District of service date(s) upon receiving said notice from officers of the court. The District shall pay the unit member the difference, if any, between the unit member's regular rate of pay and the amount received for jury duty. Unit members who elect to contribute their fees to the county in which serving jury duty, must submit a copy of the receipt to payroll indicating that they donated their fee to the county. Monies granted by the court for meals, travel and parking will not be considered in computing the difference. Unit members are required to return to work during any day or portion thereof in which jury duty services are not required.

A unit member who receives a jury duty notice during the school year and requests a postponement of jury duty until the end of the school year in June and before the commencement of the next school year in August will receive the substitute daily rate for each day the unit member is required to physically report to a courthouse or serve on jury duty during the summer months. This summer postponement provision applies to laid off unit members on the re-employment list and employees who retired at the end of the previous school year. It is understood that there is no jury leave during summer school. In order to receive the regular daily substitute pay, the unit member shall file the required documentation with the District. The District may require verification of jury duty days prior to or subsequent to providing jury duty compensation on a form provided by the District or the court.

8.15 Bereavement

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

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

Unit members shall be required to complete the standard form provided by the payroll department to verify the reason for the absence. The District may require satisfactory proof of the nature, extent, and duration of the bereavement leave if it believes a unit member is abusing the use of bereavement leave. In the event that an investigation results in proof that abuse has taken place, the unit member may be subject to loss of pay for the day(s) of the proven abuse and/or other appropriate action.

8.16 Health/Welfare Benefits While on Leave

A unit member on Board approved leave of absence without pay may participate in the District's health and dental and life insurance benefit program at the unit member's own expense, provided that the carrier allows and provided that an irrevocable notification is submitted of the intent to participate prior to the commencement of the leave and provided further, the advance payment of premiums is made in accordance with a schedule developed by the Business Office.

8.17 Revocation of Leave

A leave of absence may be revoked at the sole discretion of the Board of Trustees upon evidence that the cause for granting it was misrepresented or has ceased to exist.

8.18 Employment While on Leave

Leave of absence will not be granted for the purpose of obtaining employment in another school district, educational institution, or another occupation or profession without the prior approval of the Board of Trustees. Unit members granted leaves who accept employment in violation of this section shall be notified of the termination of their leaves of absence.

8.19 Absence From Work Without Leave/Failure to Return to Work After Leave

Any unit member who is absent from work without leave, or who fails to return to work as scheduled after the expiration of an authorized leave of absence, shall be deemed to have abandoned employment with the District, and such conduct shall constitute an automatic resignation.

8.20 Extended Illness Leave

Upon exhaustion of all accumulated sick leave credit, a unit member who continues to be absent for purposes of this policy, shall receive fifty percent (50%) of salary or the difference between the unit member's salary and the salary of the substitute, whichever is greater, for a period not to exceed five (5) school months per illness or accident. If the school year terminates before the five (5) month period is exhausted, the employee may take the balance of the five (5) month period in a subsequent school year. In order to qualify for differential pay, unit members shall first utilize all accumulated sick leave credit. Extended illness must be on the basis of a recognized medical doctor's statement.

8.21 Family Care and Medical Leave

All unit members are eligible for leave under this provision. Leave shall be granted upon request of a unit member because of the unit member's serious health condition, the serious health condition of a member of the unit member's family, the birth of a child of the unit member, or the placement of a child with a unit member in connection with adoption or foster care of the child by the unit member. As used in this section, "family" includes all persons listed in Section 8.15 of this Agreement and "serious health" is any illness, injury, impairment, or physical or mental condition. Leave under this section may be as long as twelve (12) weeks or as short as one work day. Such leave shall entitle the unit member to all economic benefits of employment except for salary on the same basis as if the unit member were not on leave. Leave under this section shall run concurrently with other leaves available under the provisions of this Agreement.

8.22 Notification of Sick Leave Accrual

The District shall provide a written notice of sick leave accrual to each bargaining unit member during the month of September.

8.23 Catastrophic Leave

Unit members may participate in the District Catastrophic Leave Program by irrevocably donating accrued sick leave to be used by other employees who experience catastrophic personal illness or injury. Donations made under this Catastrophic Leave Program shall be strictly voluntary.

Definitions

8.23.1 "Catastrophic illness or injury" means illness or non-work related injury due to an accident that is expected to incapacitate the employee for an extended period of time involving or resulting in substantial, often ruinous, medical expense and creating a financial hardship for the employee because he or she has exhausted all of his or her sick leave and other paid time off with the exception of extended illness leave.

8.23.2 "Eligible leave credits" are sick leave days accrued by the unit member and donated to the Catastrophic Leave Program.

8.23.3 The "Sick Leave Bank" shall be comprised of donated eligible leave credits.

8.23.4 "Open Enrollment" shall take place annually during the month of October each year.

8.23.5 The "Board" means the District Board of Trustees, Superintendent, or designee.

8.23.6 The "Sick Leave Bank Committee" or "Committee" shall oversee the operation of the Sick Leave Bank. The Committee shall consist of one voting member from

each of the following groups: Anaheim Personnel and Guidance Association (APGA), California School Employees Association (CSEA), American Federation of State, County and Municipal Employees (AFSCME), the Mid-Managers Association, and the Anaheim Leadership Team Association (ALTA). There will be two voting members from the Anaheim Secondary Teachers Association (ASTA). Also included will be one voting representative from District Administration, designated by the Superintendent.

- 8.23.7 “Enrolled Member” means a qualified permanent employee who has enrolled in the Catastrophic Leave Program.

General Provisions

- 8.23.8 To become an Enrolled Member, a permanent employee must initially donate at least one (1) eligible leave credit to the Sick Leave Bank. Thereafter, an Enrolled Member must donate at least one (1) eligible leave credit to the Sick Leave Bank every year during Open Enrollment unless donations have been suspended pursuant to Article 8.23.26. Failure to make a required annual donation during Open Enrollment shall result in removal of the unit member from the Catastrophic Leave Program and shall terminate his or her status as an Enrolled Member.
- 8.23.9 The Sick Leave Bank is available to all Enrolled Members for use during their work year. Twelve-month employees may apply to use the Sick Leave Bank year-round. All other employees are eligible according to their regular work year.
- 8.23.10 Employees who elect not to enroll in the Catastrophic Leave Program upon first becoming eligible must wait sixty (60) duty days after they enroll before becoming eligible to withdraw from the Sick Leave Bank.
- 8.23.11 The Sick Leave Bank cannot be used concurrently with the extended illness leave benefit. Leave shall be taken in the following order: (1) sick leave (Article 8.11), (2) catastrophic leave (Article 8.23), (3) extended illness leave (Article 8.20).
- 8.23.12 The maximum amount of time for which donated eligible leave credits may be used is 25 days for any one catastrophic illness. The lifetime benefit from this policy may not exceed a total of 50 days.
- 8.23.13 This Catastrophic Leave Program may not be used if the Enrolled Member applies for or has purchased any other benefit or disability insurance program or income protection program, either public or private, unless the total benefit is less than 100% of the Enrolled Member’s basic salary. Enrolled Members having any additional income benefit must apply for that benefit before they are considered eligible for the Catastrophic Leave Program.
- 8.23.14 The receipt of a donated eligible leave credit through the Catastrophic Leave Program as designed here, when combined with other District income, income protection plan, or a combination of District income and income protection plan,

shall not provide the Enrolled Member with a greater monthly District income/fringe benefit contribution than he or she received prior to the receipt of catastrophic leave.

- 8.23.15 An Enrolled Member who receives donated eligible leave credits shall use any personal leave credits that he or she continues to accrue on a monthly basis prior to receiving or using additional donated eligible leave credits from the Sick Leave Bank.
- 8.23.16 Requests for donated eligible leave credits from the Sick Leave Bank must be made in increments of five (5) days.
- 8.23.17 If more than one (1) applicant is being considered at the same time and there are not enough days in the Sick Leave Bank to fill each request, the available days will be divided equally or proportionately, as is consistent with the requests, between and among the applicants. In this instance, additional donations of eligible leave credits may be accepted pursuant to Article 8.23.34.
- 8.23.18 Any fraudulent or inappropriate use of the Catastrophic Leave Program by an Enrolled Member will result in the Enrolled Member's return of all eligible leave credits to the Bank. The Enrolled Member will be responsible for returning any resulting overpayment of wages to the District. In its discretion, the District may take other appropriate action against an Enrolled Member who fraudulently or inappropriately uses the Catastrophic Leave Program.
- 8.23.19 Any unused eligible leave credits will be returned to the Bank at the end of an Enrolled Member's catastrophic leave period, including direct donations pursuant to Article 8.23.34.
- 8.23.20 The Enrolled Member must waive any and all claims against the Board, District and its officers and employees arising from the administration of the Catastrophic Leave Program.
- 8.23.21 The Sick Leave Bank Committee will issue a report to all employees of the status of the Sick Leave Bank each semester.

Donating to the Sick Leave Bank

- 8.23.22 Any permanent employee on paid duty status shall be eligible to participate with a minimum annual deposit of one (1) eligible leave credit.
- 8.23.23 All transfers of eligible leave credits are irrevocable.
- 8.23.24 Enrolled Members may donate up to three (3) full days of eligible leave credits per school year, except as provided in Article 8.23.34. In all cases, Enrolled Members must have at least eight (8) days of accrued sick leave remaining for their own use after donating to the Sick Leave Bank. Any request for an

exception to this provision must be submitted in writing and approved by the Superintendent or designee.

- 8.23.25 Donations to the Sick Leave Bank are general donations.
- 8.23.26 When and if the donated eligible leave credits in the Sick Leave Bank reach a total of 2,000 actual days, the Committee may suspend donations for one (1) year for all existing Enrolled Members. New members, however, must donate one (1) eligible leave credit to enter the Catastrophic Leave Program.

Utilizing Credits from the Sick Leave Bank

Eligible leave credits may be requested, in writing to the Assistant Superintendent, Human Resources, from the Sick Leave Bank for a catastrophic illness or injury if all of the following requirements are met.

- 8.23.27 The employee must be an Enrolled Member before requesting donated eligible leave credits.
- 8.23.28 The Enrolled Member must provide verification of catastrophic illness or injury as required by the Superintendent or designee.
- 8.23.29 The verification of catastrophic illness or injury must come in the form of a written medical statement from the attending physician indicating the incapacitating nature and probable duration of the illness or injury.
- 8.23.30 The Superintendent or designee may require verification of the need for catastrophic leave beyond the evidence of a doctor's certification and shall have the authority to accept evidence from other sources.
- 8.23.31 The Sick Leave Bank Committee determines that the Enrolled Member is unable to work due to the Enrolled Member's catastrophic illness or injury.
- 8.23.32 The Enrolled Member has exhausted all accrued paid leave credits. See also Article 8.23.11.
- 8.23.33 At the start of the Sick Leave Bank withdrawal, voluntary deductions from the Enrolled Member's paycheck will be discontinued (except for District computer loan payments and health and life insurance payments).

Direct Donation

- 8.23.34 Notwithstanding any other provision of Article 8.23, an Enrolled Member may donate eligible leave credit directly to another Enrolled Member at any time during the year when, but only when, (1) the Sick Leave Bank does not have enough donated eligible leave credits to fill an Enrolled Member's request as described in Article 8.23.17, or (2) an Enrolled Member has reached the

maximum amount of time for which donated eligible leave credits from the Sick Leave Bank may be used pursuant to Article 8.23.12. In the event that an Enrolled Member has reached the maximum amount of time for which donated eligible leave credits from the Sick Leave Bank may be used, the Enrolled Member may receive a maximum of 25 directly donated eligible leave credits per incident from another Enrolled Member for a lifetime maximum of 50 directly donated eligible leave credits.

Conditions, Illnesses, and Injuries Not Covered

- 8.23.35 Conditions, illnesses, or injuries resulting from the commission of a felony, elective cosmetic surgery, or stress are not covered. Conditions, illnesses, or injuries covered under the Workers' Compensation Program are also not covered.

ARTICLE 9: TRANSFER PROCEDURES

9.1 Definitions

9.1.1 Transfer

A transfer is defined as the relocation of unit members between schools or between a school and a district office department. Transfers fall into two (2) categories: (1) voluntary transfers that are initiated at the request of the unit members, and (2) involuntary or administrative transfers that are initiated by the District.

9.1.2 Seniority

For the purposes of the transfer Article, the term "seniority" shall mean the unit member's total continuous service to the District in a certificated position, beginning with the first (1st) day of paid service as a probationary employee. The Board shall maintain an up-to-date seniority list, which for purposes of this Article shall be the "order of employment list" required by Education Code Section 44845. This list shall be sent to the Association by November 1 of each school year and shall be posted at each site.

Every probationary or permanent employee employed after June 30, 1947 shall be deemed to have been employed on the date upon which s/he first rendered paid service in a probationary position.

9.1.3 Reassignment

For purposes of this section, a reassignment occurs when a unit member is required to teach in a department in which s/he was not teaching the previous year.

9.1.4 Opening

An opening is defined as a position at a school or administrative department location which the District has determined is to be filled by a regular probationary or permanent unit member rather than a substitute or a temporary.

9.2 Posting of Openings

9.2.1 The District shall post at each school location a notice of each opening as it occurs during the regular school year or summer session. Each notice shall state a deadline for applications which shall be not less than seven (7) days after posting. In the event an opening becomes available once the teacher work year begins, the deadline for application shall not be less than three (3) days. The opening shall not be filled prior to such deadline. Postings shall be emailed to the Association President.

- 9.2.2 An opening, for posting purposes, is not created when a permanent or probationary unit member is on a paid or unpaid leave of absence, a one (1) semester opening exists, or when a surplus unit member is available with an appropriate teaching major or minor.
- 9.2.3 Posting errors shall not be subject to grievance. The error shall be corrected prior to filling the opening.
- 9.2.4 A unit member who requests transfer to an available position and is denied may be provided a written statement, if so requested by the unit member.
- 9.2.5 The filing of a request for transfer is without prejudice. It does not jeopardize a unit member's present assignment. The request may be withdrawn any time prior to confirmation that the transfer has been approved.

9.3 Voluntary Transfer

Any unit member may apply for a voluntary transfer by submitting a "Request for Transfer" form to Human Resources prior to the closing date of the vacancy for which they are applying. The Human Resources office will notify the principal of the school where the vacancy exists and such unit member shall be offered an opportunity to interview. The Human Resources office will also notify the principal of the teacher's current school.

9.4 Mutual Exchange of Positions

A unit member may initiate an exchange of assignment for one (1) school year, providing there is agreement with the involved principal and exchange unit members. If, at the conclusion of the school year, all parties agree, the exchange of assignment shall become permanent. Beginning with the 2019-2020 school year and thereafter, when all parties do not agree, the Assistant Superintendent, Human Resources shall make the final determination whether the exchange of assignment shall become permanent.

9.5 Involuntary Transfer-Surplus

- 9.5.1 The parties recognize that it may be necessary to transfer unit members involuntarily because of enrollment adjustments, budgetary restrictions or curricular needs.

For purposes of this section only, a bargaining unit member whose assignment includes more than one department shall be determined to be a member of the department which is the majority of his/her assignment. When departments in a bargaining unit member's assignment are equally distributed, the unit member shall determine in which department s/he is a member and give written notification within five (5) days of the beginning of the school year or the effective date of the schedule change. If a permanent change in a unit member's

schedule occurs at any point in the school year, this language will apply to determine the new department designation.

When a school principal is notified by the District of the school's allocation of teaching staff, the administrator, at an all-faculty meeting, shall notify the faculty of the possibility of surplus and ask for volunteers for transfer. Consideration will be given to these volunteers if it contributes to the resolution of the surplus issue as determined by the site administrator.

In determining the department from which unit members are to be surplus, the principal will provide the department with a rationale for his/her decision. The rationale will be provided in writing upon request. The principal's decision may be appealed to the Superintendent or his/her designee. No department shall be selected for surplus, nor any unit member transferred arbitrarily or capriciously. For purposes of this section, English, ELD, and Reading shall be considered one (1) department.

9.5.2 Surplus Criteria Point System

In order to make the process consistent, the Association and the District agree to a scoring system to be utilized whenever a surplus situation exists. Please note that the scoring system is designed to consistently determine who will be transferred and is not designed to prevent involuntary transfers.

There are four (4) criteria that shall be used in determining who is to be surplus. Listed below are the criteria and points to be awarded.

1. Credentials: Each teacher properly credentialed to teach the subject to be surplus shall be given one (1) point. Please note that CLAD is a certificate and not a credential.
2. Extra-Service Pay (ESP): Any teacher who is serving, during the current school year, in a full or partial extra-service pay position will receive one (1) point (maximum). The department chair is not given a point for extra-service pay. Only one (1) extra-service pay point is given regardless of the number of extra-service pay positions the unit member holds. The point will be determined after the Spring/4th quarter sports season begins unless the unit member has already completed an assignment. The assignment must be fulfilled by the unit member in order to maintain the point. If the assignment is not fulfilled, the point will be rescinded and the surplus process will be adjusted.
3. Department Leadership: The teacher(s) serving, during the current school year, as full or shared department chair shall receive one (1) point.
4. Seniority: One (1) point shall be granted to each teacher in the department determined to be in a surplus situation except for those teachers corresponding to the number of transferees who have the least district seniority. For example, if the department has seven (7) members and will be reduced to five (5), the five (5) most senior members get a point.

Each teacher's points from that department are totaled and, in the absence of volunteers, the teacher(s) with the lowest points will be surplus.

9.5.3 Tie Breaker for Surplus

If a tie exists after all of the steps above have been taken, the teacher with the least district seniority shall be surplus. In the event that a tie still exists, the following criteria will be applied in the priority indicated to determine the employee that is involuntarily transferred:

1. Rank by Years of Temporary Service
 - a) Persons with three or more years temporary status prior to probationary year
 - b) Persons with two years temporary status prior to probationary year
 - c) Persons with one year temporary status prior to probationary year
2. Rank by Credential/Authorization
 - d) Persons with clear single-subject credential / Level 2 Special Education Credential
 - e) Persons with preliminary single-subject credential / Level 1 Special Education Credential
 - f) Persons with two (2) or more single subject credentials
3. Rank by Special Authorization/Services
 - g) Persons with BCLAD certification authorizing instruction to EL students
 - h) Persons with other certifications authorizing instruction to EL students
 - i) Persons who are currently assigned to one of the following specialized assignments listed as follows, not listed in priority order:
 - Activities Director (JH or SH)
 - Athletic/Intramural Sports Director
 - Department Chair (JH or SH)
4. Rank by Service in Areas with Extra Service Pay (ESP)
 - j) Persons serving in additional areas with Extra Service Pay (total points; one point per ESP; as per Appendix C)
5. Rank by Advanced Certification/Degree
 - k) Persons who are National Board Certified Teachers (NBCT)
 - l) Persons with a Doctoral Degree

m) Persons with a Master's Degree

6. Rank by Prior Service to the District

- n) Persons with additional service to the District in a certificated, non-teaching position
- o) Persons with additional service to the District in a non-certificated, paid position

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

9.5.4 Exemptions for Surplus

The Principal may exempt a limited number of key unit members from involuntary transfer. It is understood that in order to apply the exemption, the Principal will demonstrate that such exempted unit members hold a "key assignment" within the school. The Principal has discretion to exempt a maximum of two unit members within a school site considering certain factors listed below.

The Principal may consider the following into the decision to exempt a unit member:

- Coordinator/Director/Advisor of a unique, special event or activity that occurs at the school site.
- Coordinator/Director/High School Head Coach of a high profile or unique program.
- A teacher who is qualified and interested to teach an existing high-level or specialized course that no other teacher at the site is qualified and interested to teach.

The Principal may not consider the following into the decision to exempt a unit member:

- Use of a particular instructional methodology.
- Committee participation or chairmanship.
- Partnership with another teacher (i.e. inclusion, team teaching, job-sharing, etc.)
- Specialized training that does not lead to one of the considerations listed above.
- Assignments that can be filled with other qualified and interested personnel at the site.

The intent of this section is to allow the principal to sustain courses, programs, events and activities at the school site and to avoid its elimination due to the loss of key personnel.

- 9.5.5 Transferees whose credentials and preparation do not fit existing openings will be assigned to a contract teacher substitute pool until vacancies commensurate with their qualifications occur.
- 9.5.6 An opportunity must be provided for the unit member to meet with the administrator recommending the transfer prior to effecting the proposed transfer and be advised of the reasons for recommending such transfer. In the event that an administrator cannot meet with the transferee due to vacation periods, illness, leaves of absence or other similar reasons, the administrator shall effect this section by placing a certified letter in the United States mail addressed to the transferee at his/her last known address.

9.6 Involuntary Transfer for Special Education & Itinerant Unit Members

The District and ASTA acknowledge that unit members providing mandated services to students receiving special education must have credentials, training and experiences that are unique and essential in meeting the needs of students. Specialized services provided by itinerant assignments are limited to APE, Speech/Language Pathologists, Visually Impaired and Orthopedic Services or, in exceptional circumstances, RSP teachers at more than two (2) sites. An Itinerant teacher offers services in one of the above categories at more than one site. All Itinerant teachers will be assigned to the SYS for purpose of being departmentalized for Section 9.5 (Involuntary Transfer). If a change to a unit member's assignment will result in a change of work location (adding, eliminating or switching one or more school site) prior to or during the school year, the following process will occur:

1. The District will communicate and/or meet with the unit member to discuss the reason for the change of work location(s), before the change is implemented.
2. If the unit member agrees to the change in work location(s), the change is implemented.
3. If the unit member does not agree to the change of work location(s), other options will be explored and considered, including seeking volunteers.
4. If none of the options are acceptable to the District or the employee(s) involved, the surplus process in Article 9.5.2 will be utilized and will be applied to the employee and any other staff members who may be affected.

9.7 Reassignment Within a School

Reassignments within a school are the responsibility of the principal. The principal shall take into consideration the staffing needs, the curriculum of the school and the credential authorization of the unit members. Prior to making a reassignment, the principal shall discuss the reassignment with the unit member. In the event that an administrator cannot

meet with the reassigned unit member due to vacation periods, illness, leaves of absence or other similar reasons, the administrator shall effect this section by placing a certified letter in the United States mail addressed to the unit member at his/her last known address.

No unit member shall be reassigned arbitrarily or capriciously.

Unit members whose assignments will remain the same the following year may, at their discretion, consult with the principal concerning this continuing assignment.

9.8 Superintendent's Transfer

In situations not provided for herein, such power to assign includes the power to transfer professional personnel within the District when the Superintendent concludes that such a transfer is in the best interest of the District.

9.9 Transfer - School Closures

Involuntary transfers made during years that schools are closed shall be made as follows:

- 9.9.1 All unit members subject to involuntary transfer shall be provided with a list of all vacancies in the District.
- 9.9.2 All staff members shall be provided with the opportunity of listing their first three (3) preferences for vacancies which appear on the list.
- 9.9.3 The District shall attempt to place all unit members in one of their top three (3) choices. In event of a tie, the decision shall be made at the principal's discretion.

9.10 Rights of First Return

Voluntary and involuntary transferees as a result of surplus pursuant to Article 9.5 shall have the right to return, in the event of a vacancy, to the school from which s/he was transferred within one and one quarter (1-1/4) years. This right includes vacancies which are less than full-time. Unit members who wish to return will be required to initiate a request to return when the vacancy is posted. All Extra Services Pay positions (as outlined in Appendix C) held immediately prior to the transfer shall be returned to the unit member upon return to the school from which he/she was transferred if the unit member returns within one quarter of the transfer and the position(s) remains unfilled.

- 9.10.1 Return prior to new school year:
If two or more surplus unit members share the right to return to the same school site and request to return prior to the first work day of the new school year following the school year in which the unit members were surplus, the points received and the steps used through the application of the Surplus Criteria Point System and Tie Breaker for Surplus shall determine which unit member has the priority right to return (applies to returns prior to the start of a new school year).

9.10.2 Return after new school year:

If two or more surplus unit members share the right to return to the same school site and request to return anytime beginning with the first work day of the new school year following the school year in which the unit members were surplus, the unit member with the greatest District seniority shall be allowed to return (applies to returns after the start of a new school year). If both unit members have the same seniority date, the criteria for Tie Breaker for Surplus shall be utilized per Article 9.5.3.

9.11 Preparation Day

Whenever a unit member is to be transferred during any period of time other than the first (1st) day of the work year, said unit member shall be given a minimum of one (1) day without pupils in order to adequately relocate and prepare. In cases where unit members are moving from one site to another, upon request, the District shall assist them in moving materials.

In addition to any day(s) without pupils provided under Article 9.11, unit members transferred during any period of time other than the first (1st) day of the work year shall be compensated at the Hourly Rate for up to six (6) hours worked outside the teacher workday.

9.12 Notification of Transfer and/or Reassignment

Whenever practicable, the District shall:

9.12.1 Minimize involuntary transfers and/or reassignments during times other than in the spring of a school year, to be effective at the commencement of the next school year.

9.12.2 Notify unit members of reassignment or transfer ten days prior to the end of the academic school year.

9.13 Layoff and Tie-Breaking Criteria

Upon request, the District will meet and negotiate with the Association regarding any impact that a layoff pursuant to the Education Code may have upon mandatory subjects of meeting and negotiation. Specifically excluded from this requirement shall be the decision itself to layoff and any of the procedural or substantive requirements set forth in the Education and Government Codes.

9.13.1 Beginning in the 2017-2018 school year, the following criteria will be applied in the priority order indicated to determine which certificated employees meet the particular needs of the District in the event that all certificated employees with the same seniority date are not terminated. These criteria meet the particular needs of the District at the present time:

1. Rank by Years of Temporary Service
 - a. Persons with three or more years temporary status prior to probationary year
 - b. Persons with two years temporary status prior to probationary year
 - c. Persons with one year temporary status prior to probationary year
2. Rank by Credential/Authorization
 - a. Persons with clear single-subject credential / Level 2 Special Education Credential.
 - b. Persons with preliminary single-subject credential / Level 1 Special Education Credential
 - c. Persons with two (2) or more single subject credentials
3. Rank by Special Authorization/Services
 - a. Persons with BCLAD certification authorizing instruction to EL students
 - b. Persons with other certifications authorizing instruction to EL students
 - c. Persons who are currently assigned to one of the following specialized assignments listed as follows, not listed in priority order:
 - Activities Director (JH or SH)
 - Athletic/Intramural Sports Director
 - Department Chair (JH or SH)
4. Rank by Service in Areas with Extra Service Pay (ESP)
 - a. Persons serving in additional areas with Extra Service Pay (total points; one point per ESP; as per Appendix C)
5. Rank by Advanced Certification/Degree
 - a. Persons who are National Board Certified Teachers (NBCT)
 - b. Persons with a Doctoral Degree
 - c. Persons with a Master's Degree
6. Rank by Prior Service to the District
 - a. Persons with additional service to the District in a certificated, non-teaching position
 - b. Persons with additional service to the District in a non-certificated, paid position

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

ARTICLE 10: HOURS OF EMPLOYMENT

10.1 Work Year

The work year for certificated employees shall be 185 days. The Student/Teacher Calendar for each year shall be incorporated herein as Appendix A.

10.1.1 Professional Learning Days

Three (3) days are devoted to professional learning activities. Unit members at each site shall be actively involved in planning the professional learning activities throughout the school year. The District and ASTA agree that professional learning days provide a valuable opportunity for school communities to collaboratively and collectively build capacity around educational issues needed for all staff to deliver a quality educational program for all students.

Unit members who do not attend a professional learning day may not use personal necessity referenced in 8.8.4. Unit members will also be required to participate in a make-up session that is of the same nature and quality to recoup the lost learning opportunity.

10.1.2 Teacher Days/Classroom Preparation

The first two (2) Teacher Days shall be divided into two separate, uninterrupted one-half days (3.25 hour blocks each) in order for teachers to prepare their classrooms prior to the start of the first Student Day of the new school year. One block of time on each of these days shall be devoted to classroom preparation and the other block of time shall be devoted to professional learning activities. Classroom preparation time shall not include the unit member's duty-free lunch.

The last day of the work year shall be a Teacher Day and shall not include professional learning activities.

10.2 Workday

The workday for unit members shall begin at least thirty (30) minutes before the beginning of the students' normal instructional day and continue for a reasonable length of time after the close of the students' regular school day. These minimum school-based assignment hours may be modified by the immediate administrator to suit varying educational and operating needs. These modifications may not be of a permanent and/or continuing nature.

10.3 Adjunct Duties

Unit members are required to remain a sufficient amount of time after their last assignment of the school day to fulfill necessary adjunct duties such as caring for student academic needs, attending parent or administrative conferences and meetings, attending Back to School and Open House and participating in other activities related to the assignment.

Unit members will use the available student information system to share timely and comprehensible feedback with students and their families and meet all progress report and grading deadlines.

Unit members who are required by an administrator to attend an IEP meeting more than one and a half hours beyond the student day shall be paid at the hourly rate for any time beyond the one and a half hours.

10.4 Supervision Duties/Community Engagement Activities

Unit members may be assigned supervision and/or community engagement duties during the regular instructional year such as campus supervision and performances, school tutoring programs, athletic events, dances, and detention that occur outside of the regular instructional day. Community engagement activities may include parent and family events, school performances, student competitions and presentations that occur outside of the regular instructional day. Each supervision duty shall be a minimum of 30 minutes in duration. Each community engagement activity shall be a minimum of two (2) hours in duration. Additional time performed by the unit member during the same community engagement activity shall be applied in one (1) hour increments.

The preliminary supervision duty categories shall be determined and posted at the site before the end of the preceding instructional year. Sign-ups shall occur at the beginning of the teacher work year.

The District shall assign such duties equitably among site unit members based upon choices indicated by the unit members. In no case shall unit members be assigned more than six (6) hours of supervision/community engagement duty annually.

10.5 Preparation Time

10.5.1 The District shall schedule one (1) daily conference period for each full-time classroom unit member.

10.5.2 Special education teachers and their general education partners will be provided an opportunity through a shared conference period or other accommodation to meet and collaborate during regular school hours a minimum of one time per month for a minimum of one hour per month.

10.5.3 All RSP teachers who do not have a release period in addition to their regular conference period will be provided an opportunity to take two (2) release days for the 2018-19 school year for individualized education program-related responsibilities.

Beginning with the 2019-20 school year, all RSP teachers who do not have a release period in addition to their regular conference period will be provided an

opportunity to take four (4) release days per school year for individualized education program-related responsibilities.

10.6 Class Coverage

Unit members shall not be required by principal or designee to give up their preparation and planning time more than two (2) times per year to cover for other teachers without compensation at the hourly rate of pay in cases of unplanned, unforeseen or unscheduled events or circumstance. Class coverage lasting less than the full period shall count as full class coverage for purposes of counting the number of class coverage periods.

10.6.1 Records of class coverage which include the teacher's signature shall be kept by the principal or designee and readily available for inspection by any affected unit member regularly assigned to that school site. Every effort will be made to assign class coverage in an equitable manner.

10.6.2 Day-to-day substitutes will be used for class coverage prior to requiring a teacher to provide class coverage.

10.6.3 Class coverage for a teacher who is attending a conference, in-service or workshop shall not be considered an "unplanned, unforeseen or unscheduled event".

10.6.4 After the first two class coverage periods, bargaining unit members shall be compensated one hour's pay for each non-block schedule class coverage, or portion thereof as follows: less than 15 minutes will be compensated as $\frac{1}{4}$ hour at the Hourly Rate of pay, 15 minutes to half of the class period as $\frac{1}{2}$ hour at the Hourly Rate of pay and more than half the period as one hour at the Hourly Rate of pay.

Class coverage on a block schedule shall be compensated at 1.5 hours pay for each class coverage, or portion thereof as follows: less than one-half hour at $\frac{1}{2}$ hour at the Hourly Rate of pay, one-half hour to one hour of coverage at 1 hour at the Hourly Rate of pay, and over 1 hour at $1\frac{1}{2}$ hours at the Hourly Rate of pay.

10.6.5 Bargaining unit members may agree to class coverage for planned reasons for the hourly rate of pay. This coverage will not count as either of the required coverage periods in this article.

10.6.6 Class coverage for any bargaining unit member shall not be required for two consecutive days without the bargaining unit members' consent.

10.7 Lunch Period

Each unit member shall receive a daily duty free lunch period of at least thirty (30) minutes exclusive of a five (5) minute passing period.

10.8 Teacher Assignments

In the preparation of teaching assignments, the District agrees to the following:

- 10.8.1 Administrators shall consult with department chairpersons prior to initiating the development of the master schedule. Teachers shall make their teaching preferences known to the administrator through the department chairperson prior to the development of the master schedule. A unit member shall retain the right to consult with the administrator regarding his/her assignment.
- 10.8.2 Three (3) working days prior to the close of the school year the principal or designee shall notify all staff members of their tentative assignments by class periods for the ensuing school year. Changes made subsequent to this notification may be made after the principal/designee has directly consulted by phone or given the unit member five (5) days' notice by certified mail to the last known address of the unit member, of the unit member's opportunity to consult regarding the proposed changes. If inclusion becomes part of an assignment or is removed as part of an assignment, it shall be considered a change and shall require such notice. Failure to respond to the mailed notice shall be deemed a waiver, by the unit member, of such consultation rights.

10.9 Substitute Coverage

Except in an emergency, when substitutes are available they will be hired to replace any teacher when it is known in advance that s/he will be absent from his/her assignment for more than two (2) periods.

10.10 Course Preparation

Both parties recognize that the additional workload created by three or more course preparations may reduce the effectiveness of a teacher. It is therefore agreed that the administration will make a reasonable attempt to limit the number of course preparations assigned to each teacher to two (2) course preparations per semester. The administration will consider all reasonable alternatives to ensure that the number of course preparations is equitable throughout each department and throughout the school.

- 10.10.1 A course preparation is defined as any situation in which the teacher must specifically prepare lessons, tests, or other activities for any class or block having a different course title, course number, or having different identified ability levels within a course title. "Different identified ability levels" does not refer to the normal diversity of academic abilities found in a regular classroom but rather to an individual or group that is designated by the school as requiring special accommodations. RSP teachers who are assigned to inclusion classes for the purpose of planning for and participating in instruction with more than one regular education teacher shall be recognized as having one course preparation for each teacher to which they are assigned.

- 10.10.2 In the case that a teacher may need to be assigned more than two (2) course preparations, the school administration will consider all reasonable alternatives to alleviate the additional responsibility being placed on the teacher and make a reasonable attempt to remedy any departmental inequities that may be created by the assignment of an additional course preparation.
- 10.10.3 If it has been determined that, in the best interest of the school, it is necessary to assign a teacher more than two course preparations, the teacher may request a meeting with the administrator no later than two (2) workdays from receipt of verifiable notice of the assignment. At this meeting the administrator will consider the teacher's input and provide written rationale for the assignment.
- 10.10.4 Unit members may request a meeting with the administration during the summer if they are notified after the end of the school year that their teaching schedule will contain more than two course preparations. It is understood that requesting a meeting during the summer is optional for the unit member. If the unit member chooses not to schedule a meeting, the timeline for the request begins the first workday of the new school year.
- 10.10.5 If the teacher is not satisfied that all options have been fully explored at the school site, the teacher may file an appeal with the Superintendent's designee no later than two (2) workdays from the receipt of the written rationale or two (2) workdays from the first day of the work year for changes that may have occurred over the summer. The Superintendent's designee will respond to the appeal within five (5) workdays.

10.11 Instructional Day

If the number of instructional minutes for a particular school allows, and upon request of a principal and a majority of the faculty, the District shall grant an additional minimum day at the end of each semester for testing, grading, and other record keeping purposes.

10.12 Professional Attire

The Association and the District agree that in order to enhance a positive school culture, certificated staff should be professionally dressed while on duty and adhere to the following guidelines:

- 10.12.1 Certificated bargaining unit members may be advised by an administrator or supervisor not to wear T-shirts or shorts while on duty.
- 10.12.2 Authorized school T-shirts may be worn while on duty when designated by the administrator or supervisor.
- 10.12.3 Physical Education teachers or unit members assigned to teach in classrooms without air conditioning may be permitted to wear shorts while on duty.

10.12.4 Certificated bargaining unit members may wear jeans that are free of holes, tears, or other signs of wear.

The Association and District further agree to jointly monitor the implementation of these guidelines and investigate future modifications of the guidelines.

10.13 Minimum Day

The District shall schedule one (1) student minimum day to be held on the same day that either an Open House or Back-to-School Night event is held at each site designated as a junior high. The minimum day shall be determined by the site administrator with input from the site unit members.

10.14 Traveling Teachers

Unit members required to travel to different classrooms during the school day will be provided an adequate work and storage space during the conference/prep period and shall be assigned a curriculum-appropriate classroom when one becomes available. Priority for assignment to a classroom will be given to the unit member(s) who has/have been traveling for the greatest length of time. Unit members required to travel between work sites during the workday shall be provided a travel period (separate from a duty-free lunch and a daily conference period), subject to administrator approval on a case-by-case basis.

10.15 Loss of Classroom

An attempt shall be made to accommodate room assignments so that a unit member does not lose the use of their assigned classroom during their conference period for more than two (2) consecutive school years.

ARTICLE 11: CLASS SIZE

The principal or designee may consult with members of the staff during the process of assigning pupils to classes. The Board of Trustees will annually review the staffing procedures used within the District.

11.1 Maintain Patterns

The Board will continue its effort to maintain staffing patterns that will avoid state penalties.

11.2 Grade Levels and Instructional Areas

It is recognized that class sizes at various grade levels and in different instructional areas cannot be identical.

11.3 Group Flexibility

The Board recognizes the advantages of instructional groupings different from the historically standard classrooms; e.g., large group instruction, cooperative teaching teams, multi-age groupings, or low enrollment classes for specially funded projects and the Board shall be allowed the flexibility to utilize such groupings.

11.4 Best Interests

The Board shall promote class size which is within the best interests of the students concerned.

11.5 Scheduling

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

11.6 Printout, Complaints and Monitoring

At the beginning of the third week of each semester, each unit member will receive a printout of class sizes in his/her department. The teacher may request a consultation with the principal to discuss alternatives to alleviate large class sizes.

If a unit member has a class size complaint which has not been resolved by the principal within twenty-five (25) school days of the start of a semester, the unit member may, appeal to the Assistant Superintendent, Human Resources. The Assistant Superintendent, Human Resources will review the complaint and within five (5) days of receipt of the complaint will either deny the complaint or make a recommendation to the Superintendent for resolution of the complaint.

The District will continue to monitor and require justification by the site administrator for exceedingly large classes, and will request the results of any teacher consultation(s) resulting from large class sizes.

11.7 Additional Staffing

Beginning with the opening day of school, the District will authorize additional staffing to sites based upon verification of growth of enrollment by site. This additional staffing will reflect the current teacher/student ratio as established annually by the District. The site administration will post daily in the mailroom the total enrollment in the school and enrollment in each class and the total number of teachers included in the staffing ratio on each of the first 20 days of the school year. Whenever the school is authorized to hire additional teachers due to growth in enrollment, the site administration shall post such information in the mailroom.

11.8 Student/Teacher Ratio

Teacher unit members who do not teach a full regular instructional day shall be proportionally counted in the student/teacher ratio for that site.

11.9 Student Load

The maximum student load for bargaining unit members teaching in the traditional comprehensive junior high schools and Oxford Academy, exclusive of Physical Education, athletics, and performing arts, shall be 222 students.

For the 2018-2019 through 2020-2021 school years only, the maximum student load for bargaining unit members teaching in the traditional comprehensive junior high schools and Oxford Academy, exclusive of Physical Education, athletics, and performing arts, shall be 213 students.

The maximum student load for bargaining unit members teaching in the traditional comprehensive senior high schools and eLearning, exclusive of Physical Education, athletics, and performing arts, shall be 195 students.

For the 2018-2019 through 2020-2021 school years only, the maximum student load for bargaining unit members teaching in the traditional comprehensive senior high schools and eLearning, exclusive of Physical Education, athletics, and performing arts, shall be 188 students.

The maximum student load only includes students enrolled in the course and excludes students assigned to provide the teacher assistance, including but not limited to, teacher assistant, lab assistant, and peer tutor.

Any homeroom, advisement, or similar additional time with students will be counted as part of the student load.

11.9.1 Physical Education

The maximum student load for bargaining unit members teaching junior high Physical Education shall be 336 students.

For the 2018-2019 through 2020-2021 school years only, the maximum student load for bargaining unit members teaching junior high Physical Education shall be 323 students.

The maximum student load for bargaining unit members teaching senior high Physical Education shall be 290 students.

For the 2018-2019 through 2020-2021 school years only, the maximum student load for bargaining unit members teaching senior high Physical Education shall be 279 students.

11.9.2 Special Education

Effective 2015-16, the case load maximum for Special Education shall be as follows:

RSP	28 maximum
M/M	18 maximum
ED	12 maximum
LHS	16 adults, 16 high school, 12 junior high maximum
SH	13 adults, 12 high school, 12 junior high maximum
SH-Hope	12 caseload maximum
Autism	11 maximum
SLP	70 caseload maximum
Nurse	10,000 caseload maximum

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

11.9.3 Specialized Sites or Programs

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

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

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

*For the 2018-2019 through 2020-2021 school years only, the maximum student load for bargaining unit members teaching Gilbert/Continuation shall be 116 students.

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

- 11.9.4 All maximums in this article shall be adjusted on a pro-rata basis for bargaining unit members who teach an additional period per Article 14.8, part-time, or a split-subject assignment.
- 11.9.5 For student load maximums identified in Articles 11.9 and 11.9.1 only, maximums may be exceeded by mutual agreement of the District and the bargaining unit member.
 - 11.9.5.1 The mutual agreement shall be documented in writing and include the following: (1) effective date of the agreement; (2) the total number of additional students agreed to beyond the applicable maximum; (3) the applicable time period of the agreement (not to exceed one school year); (4) unit member name and signature; and (5) administrator name signature. (See Appendix T)

ARTICLE 12: EVALUATION PROCEDURES

The District and the Association agree that an effective evaluation system recognizes the complexities of teaching and student learning, while focusing on continuous improvement of the evaluatee's teaching practice. Administrators and teachers must work together to build a collaborative and trusting environment to achieve that goal. While formal evaluation occurs every two to five years, it should not be considered an isolated event without connection to continuous teacher growth and reflection. Informal observations shall be utilized in the evaluation process for all evaluation options.

Procedures

12.1 Evaluator

The principal or designated administrative representative shall conduct the evaluation. However, the unit member shall have the right to request an alternate evaluator. Such request shall be made in writing to the principal or immediate supervisor. Should the request be denied, the rationale shall also be submitted in writing to the unit member. All evaluators must have appropriate training and regular calibration in all evaluation procedures and instruments.

12.2 Tiered Evaluation

The District and the Association recognize that the evaluation process varies among the different members of the bargaining unit. Therefore, a three-tiered system shall be implemented to better utilize the time and efforts of the evaluator and the unit member. Informal observation shall be utilized in the evaluation process for all evaluation options. Accordingly, the evaluation process shall be comprised of the three following tiers:

Tier One – The Tier One Teacher is a unit member who has completed less than ten (10) years certificated service serving in a position established by Article 2.1.1 in the District, or less than eight (8) years in permanent status in the District, and has had satisfactory evaluations. The frequency of evaluation shall be as follows: (1) Non-permanent unit members shall be evaluated every year; and (2) Permanent unit members shall be evaluated every other year until they achieve Tier Two Teacher status as defined below.

Tier Two - A Tier Two Teacher is a permanent teacher who has ten years teaching experience in the Anaheim Union High School District, meets federal compliance requirements, and has received satisfactory evaluations for a minimum of the last two evaluations. Tier Two Teachers are evaluated every five years. The Tier Two evaluation is an introspective instrument that requires evaluatees to reflect on their successes and share their expertise with other Unit Members.

A Tier Two Teacher may select to be evaluated using the Project and Reflective Essay option or the Tier One Evaluation Process (formal observation).

Improving Teacher – The Improving Teacher has received an unsatisfactory evaluation in the previous year based on the Tier One or Tier Two evaluation process, has been referred to Peer Assistance Review (PAR), and has developed a remediation plan with the evaluator and the PAR consulting teacher. has a remediation plan in effect, and has been referred to PAR. An Improving Teacher shall have a minimum of three observations during the evaluation/remediation period conducted by their evaluator.

12.3 Goals and Objectives (California Standards of the Teaching Profession – CSTP)

The following (CSTP) Goals and Objectives shall be the basis of all evaluations regardless of the tier or level used in each individual evaluation.

12.3.1 Engaging and Supporting Students in Learning

Teachers learn about their students' interests in order to better engage them in the learning process. They connect subject matter to students' prior knowledge, backgrounds, and life experiences, as well as meaningful, real-life situations. Teachers will use a variety of instructional strategies, resources and technologies to meet the diverse learning needs of students. In addition, teachers will promote critical-thinking skills through the use of inquiry, problem-solving, reflection, and utilize frequent formative assessments to guide their instruction.

12.3.2 Creating and Maintaining Effective Environments for Student Learning.

Teachers promote social development and responsibility within a caring community where students are treated fairly and respectfully. They create physical or virtual learning environments that promote student learning, reflect diversity, and encourage constructive and productive interactions among students. They establish and maintain learning environments that are physically, intellectually, and emotionally safe. Teachers create a rigorous learning environment with high expectations and appropriate support for students. Teachers develop, communicate, and maintain high standards for individual and group behavior. They employ classroom routines, procedures, norms, and supports for positive behavior to foster a climate in which students can learn. They use instructional time to optimize learning.

12.3.3 Understanding and Organizing Subject Matter for Student Learning

Teachers exhibit in-depth working knowledge of subject matter, academic content standards, and curriculum frameworks. They apply knowledge of student development and proficiencies to assist students in the understanding of content. They organize curriculum to facilitate students' understanding of the subject matter. Teachers utilize instructional strategies that are appropriate to the subject matter. They use and adapt resources, technologies, and standards-aligned instructional materials, including adopted materials, to make subject matter accessible to students. They address the needs of English learners and students with special needs to provide equitable access to the content.

12.3.4 Planning Instruction and Designing Learning Experiences for Students

Teachers use knowledge of students' academic readiness, language proficiency, cultural background, and individual development to plan instruction. They establish and articulate goals for student learning. They develop and sequence long-term and short-term instructional plans to support student learning. Teachers plan instruction that incorporates appropriate strategies to meet the diverse learning needs of students. They modify and adapt instructional plans to meet the assessed learning needs of students.

12.3.5 Assessing Students for Learning

Teachers apply knowledge of the purposes, characteristics, and uses of different types of assessments. They collect and analyze assessment data from a variety of sources and use those data to inform instruction. They review data, both individually and with colleagues, to monitor student learning. Teachers use assessment data to establish learning goals and to plan, differentiate, and modify instruction. They involve students in self-assessment, goal setting, and monitoring progress. Teachers use available technologies to assist in assessment, analysis, and communication of student learning. They use assessment information to share timely and comprehensible feedback with students and their families.

12.3.6 Developing as a Professional Educator

Teachers reflect on their teaching practice to support student learning. They establish professional goals and engage in continuous and purposeful professional growth and development. They collaborate with colleagues and engage in the broader professional community to support teacher and student learning. Teachers learn about and work with families to support student learning. They engage local communities in support of the instructional program. They manage professional responsibilities to maintain motivation and commitment to students. Teachers demonstrate professional responsibility, integrity, and ethical conduct.

The District and the Association agree that the evaluator may not observe all (or even a majority of) the descriptors of the six goals and objectives listed above in an observation session.

12.4 Frequency of Evaluation

All non-permanent Tier One unit members shall be evaluated every year. Permanent unit members shall be evaluated every other year until reaching Tier Two status. As provided herein, Tier Two Teachers shall be evaluated every five years if they meet the requirements of state and federal laws.

Should the evaluator determine that, because of observed and documented deficiencies in meeting the District's Goals and Objectives outlined herein, a Tier One or Two Teacher requires a more formal evaluation; the evaluator shall notify the teacher at least two weeks before the end of the school year. Or, if the teacher is being evaluated, the evaluator shall give an unsatisfactory evaluation which will bring about an Improving Teacher evaluation

in the subsequent year. Such deficiencies shall only be related to the Goals and Objectives found in this article.

In the event an evaluatee believes the above administrative decision is unsubstantiated, the unit member shall attempt to resolve the matter directly with the evaluator and/or principal. If a resolution is unable to be reached, the evaluatee may appeal the final evaluation, by providing specific information and data to the Assistant Superintendent, Human Resources. The decision of the Assistant Superintendent is final and no part of the evaluation content is grievable under Article 7 of the collective bargaining agreement.

12.5 Preliminary Evaluation Conference

The evaluator shall conduct a Preliminary Evaluation Conference with each evaluatee prior to the commencement of the formal evaluation. The purpose of the Preliminary Evaluation Conference is to allow both the evaluator and unit member to review the evaluation process, including the Goals and Objectives, and discuss examples of expected performance. The goal of this process is to reach an understanding regarding the expectations for the observation. Evaluation Worksheet for both the Formal Observation and the Project-Reflective Essay options (Appendix E) will be given to Evaluatees at the time of the Preliminary Evaluation Conference.

12.6 Informal Observations

Informal observations shall be utilized in the evaluation process for all evaluation options. In most instances, these observations shall be approximately (15) minutes in length. However, at the discretion of the evaluator, the timeframe may be extended. There shall be no more than two (2) informal observations prior to a formal observation. Within ten (10) school days of the observation, the Informal Observation shall be shared with the evaluatee. All comments on the report must be factual and objective. The time limits may be extended by mutual agreement of the evaluator and the evaluatee. A violation of any of the parameters set forth in this section shall not invalidate the inclusion of the Informal Observation as part of the evaluation process.

12.7 Scheduling of the Formal Observation and Pre-Observation Conference

The evaluator and the evaluatee will schedule the pre-observation conference and the [first] observation date and time at least 10 days prior to the observation. By mutual agreement, the scheduling may be done less than 10 days prior to the observation.

Additional observations will be scheduled at least 5 days in advance or less by mutual agreement. A pre-observation conference is not required for additional observations during the school year.

12.8 Pre-Observation Conference for the Formal Observation

A pre-observation conference shall be held between the evaluator and the evaluatee no less than five days (or less than five days by mutual agreement) before the first scheduled

observation. The purpose of this meeting is to discuss and review the evaluation process for the initial scheduled observation period. The reflection/discussion questions (described infra) for the post-observation conference will be distributed to the evaluatee at this time. A discussion for clarification of the reflection questions may take place.

12.9 Formal Observations and Post Observation Conference

The unit member to be evaluated shall be observed for one period per observation in accordance with the evaluation calendar. Within ten (10) school days of the observation, the Observation Form shall be completed and a follow-up conference with the evaluatee shall be conducted to discuss the report. All comments on the report must be factual and objective. The time limits may be extended by mutual agreement of the evaluator and evaluatee.

12.10 Project and Reflective Essay

A Tier Two teacher may select to be evaluated using the Project and Reflective Essay option in lieu of using the formal observation process. The project shall be mutually agreed upon by evaluatee and evaluator and shall be aligned with the (CSTP) Goals and Objectives. Examples of such projects may include, but are not limited to, one of the following: (1) leading or participating in a professional development activity; (2) mentor/collaborate with another teacher; (3) an educational research paper/book report on an educational topic; (4) a study or project using data from the evaluatee's class(es); (5) a project within a staff leadership position that has relevance to the educational goals of the school; or (6) a case study focusing on the evaluatee's students.

The evaluatee will also submit a reflective, self-assessment essay that includes an explanation of how the project could be applied in the classroom. This essay should also contain a reflection on strengths and areas of growth as related to the teacher's own practice and shall be aligned to the (CSTP) Goals and Objectives.

Informal observations shall be utilized in the Project and Reflective Essay option.

12.11 Evaluation Forms

All evaluation/observation forms are appended to this agreement. The administration at individual school sites shall not create any additional forms or handouts or require other supplementary materials to be completed by the evaluatee. The evaluatee has the right to attach a rebuttal reflecting their objection(s) to any aspect of any observation report or final evaluation. Such rebuttals shall be submitted within five (5) working days after the evaluatee has received the observation report or final evaluation. Each rebuttal becomes part of the form to which it is attached.

12.12 Evaluation Calendar

12.12.1 Formal Observation Calendar

All deadlines contained in the Evaluation Calendar shall be strictly adhered to by the evaluator and evaluatee and cannot to be altered or extended with the exception of what is noted in sections 12.6, 12.7 and 12.8.

Prior to the End of the 17th workday according to the Student/Teacher Calendar a Preliminary Evaluation Conference(s) shall be held wherein the evaluation system, processes, and forms (including the reflective questions and the Evaluation Worksheets) shall be explained to the unit members scheduled to be evaluated.

Observation is Scheduled (at least ten days prior to the selected date or less by mutual agreement). Observation shall not be rescheduled except in cases of unplanned, unforeseen, or unscheduled events or circumstances. In the event of a cancellation, the observation shall be rescheduled following the procedures above.

At Least Ten Work Days (or less by mutual agreement) Before the Classroom Observation -- The Pre-Observation Conference and observation date and time will be scheduled by mutual agreement of the evaluator and evaluatee. The reflective questions referenced in 12.7 and contained in Appendix E-6 will be presented at this time.

Post-Observation Conference shall occur within ten days of the observation to discuss the completed Observation Form.

Prior to the end of the first quarter, at least one formal observation shall be completed for all probationary unit members.

Prior to the end of the third quarter, at least one formal observation shall be completed for all permanent unit members. At least two formal observations shall be completed for all probationary employees.

Prior to the end of the third quarter all formal observations shall be completed. However, if a unit member has received a needs to improve or unsatisfactory on a formal observation additional observations may be scheduled during the fourth quarter.

Beginning the fourth quarter and not later than 30 calendar days prior to the end of the school year – A final evaluation shall be completed and provided to the evaluatee.

12.12.2 Project and Reflective Essay Calendar

All deadlines contained in the Evaluation Calendar shall be strictly adhered to by the evaluator and the evaluatee.

Prior to the End of the 17th workday according to the Student/Teacher Calendar a Preliminary Evaluation Conference(s) shall be held wherein the evaluation system processes, and forms (including the reflective questions and the Evaluation Worksheets) shall be explained to the unit members scheduled to be evaluated.

Pre-project Development Conference shall be held individually– at this time the evaluator and evaluatee will discuss the Project. The Tier Two Project Development Form and Tier Two Project and Reflective Essay Final Evaluation Worksheet shall be discussed and shared with the evaluatee (Appendix E-4, E-5).

Prior to the end of the First Quarter– the evaluatee and evaluator shall agree on a project. In the event that the evaluatee and evaluator cannot reach agreement on the project, the unit member shall attempt to resolve the matter directly with the evaluator. If a resolution is unable to be reached, the unit member may appeal to the Assistant Superintendent, Human Resources. The decision of the Assistant Superintendent is final and is not grievable under Article 7 of the collective bargaining agreement.

Prior to the End of the Third Quarter – The Project will be completed and the Reflective Essay will be submitted to the Evaluator.

Beginning the Fourth Quarter and not later than 30 calendar days prior to the end of the school year – A Final Evaluation shall be completed and provided to the evaluatee.

12.13 Constraints

If in the opinion of the site administrator a serious complaint has been lodged against an individual teacher by an employee or non-employee, the teacher shall be notified within a reasonable amount of time and, when practicable, before any students are questioned. Complaints not reported to the teacher, and not investigated, shall not be utilized in the evaluation or subsequent disciplinary action. In addition, progressive discipline may be included in the teacher evaluation process.

No final evaluation shall be based on the results of any standardized test information.

Although unit members may be observed in multiple disciplines, no unit member shall be evaluated in more than one (1) discipline unless the evaluator and evaluatee agree otherwise.

Whenever the District identifies problem areas in a unit member's performance, the District shall provide advance notice that corrective action is necessary. In the event a unit member believes that this did not occur, the unit member shall attempt to resolve the matter directly with the evaluator and/or principal. If a resolution is unable to be reached, the unit member may appeal, providing specific information/data, to the Assistant Superintendent, Human Resources. The decision of the Assistant Superintendent shall be final and no party of the evaluation content is grievable under Article 7 of the collective bargaining agreement.

All information and data used in the evaluation process shall be utilized with the complete knowledge and disclosure to the evaluatee. Student comments or interviews shall not be included in any evaluation.

The use of any electronic listening or recording device in any classroom without the prior consent of the unit member and principal of the school is strictly prohibited.

12.14 Academic Freedom Pertaining to Methodology and Curriculum

Professional discretion shall be guaranteed to unit members in order to create an academic atmosphere in the classroom as follows: (1) a unit member selects the instructional methodology s/he uses in teaching the standards (as long as s/he continues to receive satisfactory evaluations); (2) students and teachers are permitted to raise questions dealing with critical and controversial issues of the day pertaining to the curriculum, per Board Policy 71402; and (3) unit members maintain a classroom atmosphere conducive to the study, investigation, presentation and interpretation of facts. Unit members must teach curriculum standards as adopted by the State. For courses without adopted State Standards, unit members will teach the District-approved course of study.

12.15 Appeal Process

In the event a unit member believes the content of the final evaluation is unsubstantiated, the unit member shall attempt to resolve the matter directly with the evaluator and/or principal. If a resolution is unable to be reached, the unit member may appeal the final evaluation, providing specific information/data, to the Assistant Superintendent, Human Resources. The decision of the Assistant Superintendent is final and no part of the evaluation content is grievable under Article 7 of the collective bargaining agreement.

ARTICLE 13: SAFETY CONDITIONS13.1 Safe Working Conditions

The District shall provide safe working conditions for all unit members within the fiscal capabilities of the District. Unit members will practice safe procedures and practices. Should the District determine that an unsafe condition exists, unit members affected by that condition shall be advised and provided methods and operating procedures until the condition is corrected.

13.2 Unsafe Conditions

13.2.1 Administrators will monitor and report to the District unsafe working conditions. Unit members aware of unsafe conditions will report said conditions to the immediate supervisor on the appropriate form. The District will respond to the unit member with a copy of the work order.

13.2.2 Assault, battery or any threat of force or violence directed toward a unit member while in attendance at school or at related school activities shall be reported by the unit members to their immediate supervisor as soon as possible.

13.2.2.1 As defined in Penal Code Section 240, an assault is an unlawful attempt, coupled with present ability, to commit a violent injury on the person of another.

13.2.2.2 As defined in Penal Code Section 242, a battery is any willful and unlawful use of force or violence upon the person of another.

13.2.3 The District shall take appropriate action whenever a unit member, while in attendance at school or related school functions, is physically or verbally attacked by another person or persons. Such action will include the unit member and any administrator having knowledge of said incident reporting such incident to the appropriate law enforcement agencies as provided in the Education Code. The affected unit member shall receive a response as to any and all action taken within a reasonable period of time after the report of the incident.

13.2.3.1 In the event of a physical attack directed towards a unit member, the site administrator will take reasonable steps under the circumstances to secure immediate first aid and/or medical treatment for any injury resulting from the attack.

13.2.3.2 The unit member shall submit a written report regarding the incident to the site administrator within no more than two (2) work days following the incident. The site administrator shall conduct a reasonable investigation of the incident taking into consideration the initial notification and any written report from the unit member. Following the investigation, the site administrator shall notify the

unit member and Assistant Superintendent, Human Resources or Director, Human Resources of the investigation's outcome.

13.3 Physical Safety

The District shall give all reasonable support and assistance to unit members as they attempt to maintain an atmosphere conducive to appropriate discipline on school grounds and in the classroom. Such support shall include:

13.3.1 Whenever a student exhibits serious behavioral problems which disrupt the educational process within the unit member's classroom, the unit member may inform the principal/designee who shall arrange for a conference with the unit member to discuss the problem and to decide upon appropriate steps for its resolution. If necessary, the principal/designee may arrange for an appropriate specialist to attend the meeting.

13.3.2 Class Suspension by Unit Members

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

13.3.2.1 A unit member may suspend a student from his/her class for the day of the suspension and the day following for any of the following actions:

- (a) Caused, attempted to cause, or threatened to cause physical injury to another person;
- (b) Caused or attempted to cause damage to school property or private property;
- (c) Disrupted school activities or otherwise willfully defied the valid authority of the teacher; or
- (d) Any other infraction as enumerated in Education Code 48900.

13.3.2.2 The teacher shall immediately report the suspension to the principal, or designee, and send the student to the principal, or designee, for appropriate action. As soon as possible, the teacher shall ask the parent or guardian of the pupil to attend a parent-teacher conference regarding the suspension. An administrator will attend the conference if either parent or teacher so requests.

- 13.3.2.3 A student suspended by a teacher shall not be placed in another teacher's classroom for that designated period of class suspension.
- 13.3.2.4 If steps outlined above are taken with respect to a student, and the behavioral problem continues to exist, the teacher and the principal/designee shall continue, in a cooperative fashion, to discuss and attempt to identify and implement a resolution to the problem.

13.4 Reimbursement for Personal Property Loss and/or Damage

- 13.4.1 The Board of Trustees will authorize payment of the cost of replacing or repairing certain property of an employee when such items are damaged or stolen in the line of duty as a result of malicious acts and without fault of the unit member.

Covered items are:

- 13.4.1.1 Prescription eye glasses, hearing aids, watches, articles of clothing, or other items necessarily worn or carried by the employee
- 13.4.1.2 Vehicles
- 13.4.1.3 Other personal property of the employee, when approval for the use of the personal property in the line of duty was given in writing by the site administrator or designee before the property was brought to the work site, and when the value of the property was agreed upon in writing by the person or persons bringing the property and the site administrator, or designee appointed by him/her for this purpose, at the time the approval for its use was given.

- 13.4.2 The following items are excluded from coverage under this article:

- 13.4.2.1 Vehicle collision (including hit and run incidents)
- 13.4.2.2 Such personal items as tape recorders, radios, telephones, pagers, or compact disc players belonging to the unit member are not included unless approved by the District in item 13.4.1.3 above. This includes items in a vehicle, regardless of whether the item is fixed or removable from the vehicle
- 13.4.2.3 Purses or wallets, or the contents thereof (credit cards, cash, etc.)
- 13.4.2.4 Cash, credit cards, or other cash equivalent items.

- 13.4.3 The maximum payment of any one claim is \$1,500 or actual cost whichever is less in the case of vehicles and \$1,000 or actual cost whichever is less for other property. Loss or damage shall be reported to the supervisor, and if appropriate,

to the police as soon as the employee becomes aware of such loss or damage. Claim forms are available in the Business Office of the District and should be forwarded through the principal or supervisor to the Business Office when completed.

- 13.4.4 To preclude double recovery, any losses or damages which are compensable, wholly or partially, under the unit member's private insurance policy, or policies, shall to such extent not be compensable under the terms of this policy.

13.5 Use of Force

Unit members may take necessary action in the performance of their duties to insure the safety of themselves and/or others or when necessary for the defense of themselves and/or others.

13.6 School Discipline Committee

A School Discipline Committee will be established on each campus to continuously review and study the school discipline policies and procedures and to make recommendations, when necessary, concerning modifications to these procedures. The committee shall include four (4) unit members selected by the unit members at the school, one (1) administrator, one (1) counselor, and two (2) parents. The District and Association are committed to implementing the Student Discipline Taskforce Recommendations & Best Practices, recognizing that they may change over time. Concerns and challenges with implementation and fidelity to the processes and expectations set forth in the Recommendations & Best Practices will be communicated with the administrators and unit members serving on the site Discipline Committee for them to review and resolve.

13.7 Behavioral Problems

Whenever a student has exhibited violent behavior, made threats against employees, or was in possession of weapons, the site administrator shall notify all of the student's teachers. The teacher(s) may inspect any non-confidential records of the student which are in the possession of the District. Threats of personal harm or property damage shall be handled in the manner prescribed by law.

13.8 Health Related Procedures

It is understood by the parties that there may be situations which require that certain health-related procedures be administered in order to protect the health of students. Unit members shall not be required to perform such procedures unless and until the unit member is trained to do so.

13.9 Emergencies/Disaster Procedures

13.9.1 The District shall provide each teacher with the ability to communicate with the administration in emergency situations. The District will provide each classroom with a method of communication, preferably a telephone. The District shall ensure that through the State modernization process, each classroom shall be equipped with a telephone with access to an outside line.

13.9.2 Within the first thirty (30) days of the school year, site administrators will distribute to and review with unit members procedures to be followed in the event of a disaster or emergency.

13.10 Site Safety Committee

A Site Safety Committee, comprised of representatives of all staff, will be established on each campus. The purpose of the safety committee will be to consider the concerns of staff relative to safety on campus.

13.11 Adult Supervision

In curricular and extra-curricular situations where transportation is required, the District shall provide adult supervision in order that no group of students is transported in any conveyance without such adult supervision.

13.12 Relocation

Upon request, unit members who are required to relocate their classrooms shall be entitled to custodial assistance to move their materials and furniture.

ARTICLE 14: WAGES AND ITEMS RELATED TO WAGES14.1 Salary - Teachers

2019-20 Teachers' Salary

1. Effective August 5, 2019, the 2019-2020 Teachers' Salary schedule shall be increased by 0.5% and is hereby incorporated into the Agreement as Appendix B.
2. One-Time Payment: Employees shall receive a one-time, off-schedule payment equal to 0.5% of their earned salary as reflected on the 2019-2020 salary schedule. This one-time, off-schedule payment shall apply to all unit members employed by the District as of the date of ratification of the Tentative Agreement.
3. In the event another District employee unit receives an increase in salary greater than a 0.5% on schedule raise and a one-time, off-schedule payment of 0.5% for the 2019-2020 school year, the District or ASTA may request, and the other party will agree, to re-open negotiations on salary for 2019-2020.

14.2 Salary - Extra-Service Pay

The District and ASTA are proud to offer many extracurricular activities. A complete list of Extra Service Pay positions can be found in Appendix C. The pay is calculated by applying the percent indicated to Column II, Step 1 of the Teachers' Salary Schedule (Appendix B).

Extra-Service Pay is hereby incorporated as Appendix C of this Agreement.

Extra-Service Pay shall be expressed as a percent of Column II, Step 1 of the 2015-16 Teachers Salary Schedule (Appendix B) and the amount will increase as the Teachers Salary Schedule increases. Effective July 1, 2015, stipends shall increase by 10% for all Extra Service positions and Athletics positions, including Leadership, exclusive of the 3% increase on the salary schedule.

- 14.2.1 Department Chairpersons, BTSA Support Providers, Peer Assistance and Review Consulting Teachers and Peer Assistance and Review Committee Members will be paid monthly with their contract pay. Some duties assigned are within the scope of the school day.
- 14.2.2 An attempt shall be made to hire unit members for Extra-Service Pay positions before non-bargaining unit members.
- 14.2.3 Beginning with the 2014-15 school year, the following departments will be represented by a department chairperson:
 - Advancement via Individual Determination (AVID) Program

- Career and Technical Education Program (CTE) (including Business, Home Economics and Careers Technology, Industrial Technology Education)
- English (including Reading)
- English Learner (EL) Program
- Library Teacher
- Math
- Physical Education (including Health)
- Science
- Social Science
- Visual and Performing Arts (VAPA) (including Art/Photo, Choral Music, Dance, Instrumental Music, Theatre/Drama)
- World Languages

14.2.4 Effective with the 2002-2003 school year, and concluding at the end of the 2014-15 school year, the number of Special Education Department Chairpersons at each site shall be reduced by attrition to:

One (1) RSP Special Education Department Chairperson,

One (1) Mild to Moderate Special Education Department Chairperson, and

One (1) Moderate to Severe Special Education Department Chairperson.

Unit members who serve as Special Education Department Chairpersons during the 2001-2002 school year shall continue in their current extra service pay position until the unit member voluntarily resigns or is removed from the position in compliance with Article 17.2.4 of this Agreement.

14.2.5 Special Education Department Chair The following special education programs will be represented by a department chairperson:

- Resource Specialist Program (one per site)
- Mild/Moderate and Moderate/Severe (one per site, combined)
- Adaptive Physical Education (one per district)
- Speech and Language Pathologists (one per district)
- Adult Transitions (one per site if not included under a site department)
- Visually Impaired (one per district)
- Orthopedically Handicapped (one per district)

Hope School will have three departments each represented by a department chairperson:

- Moderate/Severe-Junior High School
- Moderate/Severe-High School
- Moderate/Severe-Adult

14.2.6 Extra-Service Pay Positions

14.2.6.1 Posting of Openings

The District shall post at each school location a notice of each opening as it occurs during the regular school year or summer session. Each notice shall state a deadline for applications which shall be not less than seven (7) days after posting. In the event an opening becomes available once the teacher work year begins, the deadline for application shall not be less than three (3) days. The opening shall not be filled prior to such deadline. Postings shall be emailed to the Association President.

14.2.6.2 Return Rights

When a unit member utilizes a protected leave, the unit member will have return rights to the extra-service pay position if the unit member returns to work within one calendar year of the initial date of absence. It is understood that any unit member that serves in the position during this absence does so on an interim basis only.

14.2.6.3 Split Positions

The District and Association recognize that in some instances, extra-service pay positions may be split between two unit members. The following criteria will apply:

- In order for a split extra-service pay assignment to be considered, a proposal shall be submitted to the principal that specifies how the unit members will fulfill the responsibilities and duties of the position.
- Split extra-service pay assignments are valid for one school year.
- The principal shall have final approval of any split position.
- Should one unit member resign from the split, the position shall be reassessed according to the above language.

14.3 Salary Schedule Placement, Advancement and Structure

14.3.1 Salary Schedule

Certificated Unit Members

Unit members will be placed on and advanced on the salary schedule as follows:

1. Col. I Bachelor's Degree
2. Col. II Bachelor's Degree plus 30 semester hours
3. Col. III Bachelor's Degree plus 45 semester hours or Master's Degree
4. Col. IV Bachelor's Degree plus 60 semester hours including Master's Degree or Doctorate

14.3.2 Initial Salary Placement

Whenever a candidate is recommended for election, tentative placement on the salary schedule is made by the Director, Human Resources, based on the evidence of experience and training submitted in the application materials. Final placement on the salary schedule is made when completed official college transcripts (due November 1) and written evidence of experience have been received.

If a unit member fails to furnish such written evidence, the member's contract will be rewritten to reflect correct column and step placement and appropriate amounts sufficient to correct the salary error will be deducted from future salary warrant(s).

A maximum of six (6) years of credit shall be allowed at the rate of one (1) step for one (1) year as follows:

- A year of credentialed public school teaching experience in a paid status for at least seventy-five percent (75%) of the work days designated for the affected position.
- A year of credentialed teaching experience in a WASC accredited private school for at least seventy-five percent (75%) of the work days designated for the affected position.
- 250 days of substitute teaching experience in the Anaheim Union High School District to a maximum credit of six (6) years, provided that a teacher can produce documentation of the number of days taught.

- A year of teaching experience as a long-term substitute in the District for at least seventy-five percent (75%) of the work days in the same teaching assignment.

All previous experience shall be verified by official statements from previous employers.

14.3.3 All degrees and credits earned must be from accredited colleges or universities. For purposes of this section, accredited institutions shall be listed in the American Association Collegiate Registrar Admissions (AACRA), Council on Post-Secondary Accreditation (COPA) or Association of American Education.

14.3.4 For initial placement, all semester hours must be upper division or graduate level and earned after the Bachelor's degree.

14.3.5 Vertical Movement

14.3.5.1 All qualified unit members shall advance one (1) vertical step on the salary schedule for each year of service, except those whose placement is at the maximum step. Regular full-time unit members who, in any one school year, are in paid status for a least seventy-five percent (75%) of the work year designated for the affected position shall be deemed to have earned one (1) year of experience credit. If the unit member teaches less than 75% of the work year, the unit member may accumulate partial credit to reach the minimum of 75% of the work year and receive one (1) year of credit.

Example #1: 40% contract for two (2) years earns one (1) year of service credit;

Example #2: 20% contract for four (4) years earns one (1) year of service credit.

14.3.5.2 Any unit member with fifteen (15) complete years of credentialed teaching service in the District shall be placed on Step 16 of the salary schedule.

14.3.5.3 Any unit member with twenty (20) complete years of credentialed teaching service in the District shall be placed on Step 21 of the salary schedule.

14.3.5.4 Any unit member with twenty-five (25) complete years of credentialed teaching service in the District shall be placed on Step 26 of the salary schedule.

14.3.6 Horizontal Movement

A unit member shall be placed on the appropriate column after written proof of semester units completed or degree earned has been submitted to the Human Resources Office and approved by the Board of Trustees.

Course credit for salary placement and movement shall be given only for lower division, upper division, or graduate course work taken at four-year colleges, universities, or graduate schools which are accredited by a regional accrediting commission.

14.3.6.1 After employment and placement on the salary schedule under adopted policy, the following guidelines will be used in crediting courses for salary schedule column advancement:

14.3.6.1.1 Lower division, upper division, or graduate courses that meet any of the five (5) criteria listed below may be credited with prior approval of the principal and the Director, Human Resources. In order to be eligible to use lower division course credit for salary schedule advancement, a "Request for Lower Division Credit" must be submitted through the Director, Human Resources, at least three (3) weeks prior to the start of class. The Director, Human Resources, will respond to the applicant within two (2) weeks.

14.3.6.2 Criteria for courses accepted for salary schedule advancement:

14.3.6.2.1 A subject directly related to the current or proposed teaching assignment.

14.3.6.2.2 A subject directly related to a unit member's teaching major or teaching minor.

14.3.6.2.3 A subject directly related to an advanced degree in professional education or in a subject area.

14.3.6.2.4 A subject required by a California credential, evaluation, or renewal.

14.3.6.2.5 Courses required for obtaining an additional teaching assignment major or minor.

14.3.6.3 Evidence of successful completion of course work or degrees prior to the start of the school year, submitted to Human Resources by November 1, shall be retroactive to September. Evidence of successful completion of course work or degrees prior to February 1,

submitted to Human Resources by March 1, shall be retroactive to February 1.

- 14.3.6.4 The burden of proof of training experience, possession of credentials, and other required documents shall lie with the unit member, both for initial placement and for subsequent reclassification. Any error in classification which is due to action or inaction on the part of a unit member shall be corrected as soon as the error is verified, but salary adjustments shall be retroactive during the current school year only.

14.3.7 Other Salary Schedule Credit

Full salary schedule credit shall be granted for Peace Corps teaching and VISTA teaching.

The Superintendent or his/her designee may recommend salary schedule credit for experience gained which is related to teaching.

14.3.8 Professional Stipends

- 14.3.8.1 An additional annual stipend of \$2339 (4.09%) will be paid for an earned doctoral degree from an accredited university.

For purposes of this section, accredited institutions shall be listed in the American Association Collegiate Registrar Admissions (AACRA), Council on Post-Secondary Accreditation (COPA), or Association of American Education.

- 14.3.8.2 Bargaining unit members who attain National Board certification in the field(s) of their assignment will be paid an additional annual stipend of \$2339 (4.09%).

- 14.3.8.3 Bargaining unit members who attain a Bilingual Cross-cultural Language and Academic Development (BCLAD) or equivalent certification will be paid an annual stipend of \$2339 (4.09%). An additional annual stipend of \$1,172 (2.05%) will be paid for each additional course preparation assigned beyond the limits outlined per Article 10.10.

- 14.3.8.4 An additional stipend will be paid for Speech Language Pathologists as follows:
- \$2,928 (5.12%) per year
 - Additional \$1,172 (2.05%) for CA Speech Pathology License
 - Additional \$1,172 (2.05%) for CCC (Certificate of Clinical Competence)
 - Maximum of \$5,272/year.

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

- 14.3.8.5 An additional stipend of \$4683 (8.19%) will be paid to full-time Curriculum Specialists and \$2339 (4.09%) will be paid to part-time Curriculum Specialists.
- 14.3.8.6 An additional stipend in the amount of \$1,870 (3.27%) will be paid to the site Title I Specialist.
- 14.3.8.7 An additional stipend in the amount of \$3,614 (6.32%) will be paid to Nurses.

As per the current Agreement, percentages contained within the Professional Stipends article shall be equal to Column II, Step 1 of the 2019-20 Teachers Salary Schedule.

14.4 Travel Expenses

Any unit member traveling to an authorized convention, meeting, conference, or visitation outside the District boundaries, but within 100 miles of the District Office, shall be reimbursed at a rate equal to previous years IRS allowable rate per mile, and if two (2) or more unit members ride in the same car, the reimbursement rate of two cents more than the allowable IRS allowable rate will be paid on a daily round trip basis. When the conference, convention, or meeting is over 100 miles and the unit member elects to drive his personal car in lieu of using commercial transportation, the unit member will be reimbursed at the amount paid for lowest fare charged for commercial air transportation.

Unit members required to drive their personal automobiles in the course of their work shall be reimbursed for such use at the standard IRS business mileage rate in effect. Use of personal automobiles must have prior approval of supervisor and comply with Board policies.

14.5 Daily Rate of Pay

Daily rate of pay shall be determined by dividing the unit member's annual salary by the number of days of required service as indicated in the school calendar.

14.6 Hourly Rate of Pay

Unit members selected by the District to perform certificated hourly paid duties shall receive an hourly rate of pay equal to the previous Summer's Summer School pay. The new hourly rate of pay shall become effective the first day after the end of the regular year.

The hourly rate is determined by applying a percentage (.08%) to Column II, Step 1 of the Teachers' Salary Schedule (Appendix B). Hourly rate increases are effective after the last teacher work day of the school year. It is understood that pay increases shall not be applied retroactively to hourly service.

14.7 Golden Handshake

The District shall make available the provisions commonly referred to as the "Golden Handshake" to all eligible employees provided the State authorizes it and the District will save money.

14.8 Extra Teaching Periods

Upon mutual agreement of the District, the unit member and the Association, a unit member may agree to teach an additional class in lieu of their assigned conference period. The unit member shall be compensated at a rate equal to 1/6th (16.7%) of his/her daily rate of pay. It is understood that such periods are in the Key to Learning and the school's master schedule. It is also understood that the extra teaching periods are during the regular school day during the regular school year.

If a school has changed the six-period or seven-period day above to a different configuration through a contract waiver, the extra compensation shall be applied only if the unit member teaches an additional class during his/her conference period.

Teachers who agree to teach the additional teaching period must be available for meetings or conferences per Article 10.3 - Adjunct Duties.

14.9 Summer Training Stipend

Unit members who participate in trainings outside of the regular work year shall receive a daily stipend of 0.30% applied to Column II, Step 1 of the Teachers' Salary Schedule (Appendix B) for trainings scheduled to last over three (3.0) hours but no more than seven (7.0) hours, inclusive of a duty-free lunch of at least thirty (30) minutes. This stipend shall be utilized for all compensated work not covered by the Teacher Salary Schedule, Extra Service Pay Schedules, Hourly Rate of Pay, or a Professional Stipend. Unit members who participate in summer trainings will not receive credit for Extra Service Pay to be used in the involuntary transfer process. Trainings scheduled to last three (3.0) hours or less shall be paid at the Hourly Rate of Pay (Appendix B).

ARTICLE 15: HEALTH AND WELFARE15.1 Contributions by the District

The District shall contribute the blended super composite rate towards the cost of medical insurance, and shall provide dental, life, vision care, and accidental death/dismemberment insurance benefits for active employees who are within the unit as indicated below:

15.1.1 Medical Insurance

PPO: Self-insured major medical with \$275 deductible per person, maximum of \$1,100 per family for unit members and eligible dependents utilizing the Anthem Blue Cross PPO Prudent Buyer-large group Plan Network, including a prescription card service, in the amount not to exceed the super composite rate established for 2018 of \$1,396 per month or \$16,759 per year per enrolled unit member, or

EPO: EPO insurance for unit members and eligible dependents utilizing the Anthem Blue Cross PPO Prudent Buyer-large group Plan Network, in the amount not to exceed the super composite rate established for 2018 of \$1,234 per month or \$14,814 per year per enrolled unit member.

The blended super composite rate shall be the weighted average of the PPO and EPO super composite rates above. Beginning with the 2018 calendar year, the District's contribution to the blended super composite rate shall not exceed \$15,759.

2013 blended super composite rate calculation example.

1,238 employees are in the HMO*. (46%)

1,433 employees are in the PPO. (54%)

46% of \$11,808 = \$5432. 54% of \$14,364 = \$7,757.

\$5432 + \$7757 = \$13,189 is 2013 blended super composite rate.

*EPO – Effective January 1, 2018

15.1.2 Life and Accidental Death/Dismemberment Insurance

Life and accidental death/dismemberment insurance for unit member and life insurance protection for unit member's spouse and eligible children.

15.1.3 Dental Insurance

Delta Dental PPO dental insurance services for unit members and eligible dependents, or Delta Care PMI dental insurance.

15.1.4 Vision Care Insurance

Vision care with special contact lens provision for unit members and eligible dependents.

15.1.5 Ancillary benefit plan designs (Life, Dental, Vision) shall be determined by the District Insurance Committee.

15.1.6 If an agreement is reached with any other collective bargaining group on health and welfare that contains a greater benefit than the current plan or a higher maximum district contribution, the District or ASTA may request, and the other party will agree, to re-open negotiations on health and welfare for 2016.

15.2 Insurance Committee

The parties agree that the overriding purpose of the Insurance Committee (“Committee”) is to fulfill the commitment contained herein and in previous memoranda of understanding regarding cost containment of health and welfare premiums. The District and the Association agree to a renewed focus on health and welfare cost containment through participation on the Committee. Accordingly the parties agree as follows:

15.2.1 The District will provide regular members of the Insurance Committee release time and class coverage to attend insurance committee meetings.

15.2.2 The parties will work aggressively through the Committee to generate specific changes in health and welfare coverage, if needed, that maximize the district’s contributions for medical, dental, vision, and life insurance. On-going cost evaluations will be generated and provided to the Committee as requested. Each year, the super composite rate for the following year will be available to the Committee on or before September 1. Upon review of these rates, the Committee will make suggestions for cost containment.

15.2.3 The Committee’s final recommendations for implementation of the above-referenced cost containment provisions and actual super composite rate shall be submitted to the Association no later than September 30. The Association and the District negotiation teams will work to reach an agreement on such cost containment provisions and upon agreement, recommendations shall be submitted for ratification. The Association reserves the right to meet with the District to bargain a separate benefits plan by November 1 of the calendar year preceding the plan year. If such agreement is not reached prior to November 1 of each year, the District is authorized to initiate payroll deductions beginning with the January 31 paycheck for the difference between the blended super composite rate noted in 15.1 and the current year’s blended super composite rate provided by the contract administrator.

15.3 Right to Contact

The Association shall have the right to contact the Health and Welfare contract administrator directly for any information it wishes relative to the plan, but a copy of such request and a copy of any answer received from the contract administrator shall be sent to the District.

15.4 Self-Insurance Plan

The District shall maintain a self-insurance plan, using an outside contract administrator.

15.5 Retirees

The Board of Trustees shall provide the 1979-80 fringe benefit amounts toward the major medical and dental portion of the fringe benefit compensation package to all unit members who were regular contract certificated personnel in the employment of the District prior to September 6, 1979 and who retire(d) on or after September 6, 1979 from the District with fifteen (15) or more years of service to the District and who are not otherwise covered by any similar programs provided through social security or teacher retirement plans.

Retirees referred to in the above paragraph who wish to continue participation in the program will be required to make monthly payment, in advance to the Business Office, the difference between the current year costs and the 1979-80 costs.

All unit members ages 60-65 who are regular contract certificated personnel in the employment of the District and who retire(d) from the District with fifteen (15) or more years of service to the District and who are not otherwise covered by any similar programs provided through social security or teacher retirement plans shall be provided with the major medical and dental portion of the District's fringe benefit compensation package for the retiree only. Unit members who retire with fifteen (15) or more years of service to the District, and who have not attained the age of 60, who wish to participate in the major medical and dental portion of the fringe benefit compensation package may do so by depositing the monthly amount of the premium with the District Business Office. The amount of yearly premium will be established each year by the Business Office.

Members retiring after 1969 shall receive benefits no greater than those accorded current, active bargaining unit members. To remain eligible for the District paid benefit coverage from ages 60-65, the retiree must deposit the monthly amount of the premium with the District Business Office from the date of retirement until age 60.

15.6 IRS Section 125 - Flexible Benefit Plan

The District shall provide an Internal Revenue Service Section 125 Plan for unit members. Such plan will include but not be limited to eligible medical and disability income insurance and dependent care expenses. The plan administrator for the IRS Section 125 Plan shall be mutually agreed upon by the Association and the District. Participation by bargaining unit members in the Plan shall be voluntary.

ARTICLE 16: PART-TIME EMPLOYMENT16.1 Pre-Retirement Reduced Assignment

It is the policy of the Board of Trustees of the Anaheim Union High School District to provide unit members of this District with the opportunity to phase in their retirement by reducing their workload from full-time to part-time duties while maintaining full retirement benefits pursuant to Education Code Section 22724. This reduced workload shall be authorized upon request of any full-time unit member subject to the following conditions:

- 16.1.1 The unit member must have reached the age of fifty-five (55) years prior to reduction in workload.
- 16.1.2 The unit member must have at least ten (10) years of full-time employment in this District in a position requiring certification, of which the immediately preceding five (5) years were full-time employment, and currently earning a salary equivalent to Column II, Step 7, or more.
- 16.1.3 The minimum part-time employment shall be one-half (1/2) of the number of days of service required by the unit member's contract of employment during the final year of service in a full-time position. The term "one-half" means full-time for one-half (1/2) the days required for the individual's position classification.
- 16.1.4 Only unit members who do not hold positions with salaries above that of the school principals are eligible for this reduced workload-retirement benefits program.
- 16.1.5 The option of part-time employment and full retirement benefits must be exercised on an annual basis.
- 16.1.6 The request for part-time employment must be exercised at the request of the unit member and formalized by a written agreement prior to the period of reduced service. The Director, Human Resources, shall specify the conditions of reduced service and shall establish the deadlines for making application and reaching agreement. The agreement can be revoked only with the mutual consent of the unit member and the District.
- 16.1.7 The unit member who elects a reduced workload in accordance with the conditions of this policy shall be paid a salary which is the pro rata share of the salary that would be earned if the request for part-time employment had not been made, and shall retain all other rights and benefits of full employment, provided the unit member elects to contribute to the Teachers' Retirement Fund the amount that would have been contributed if employment was on a full-time basis. If the unit member elects to contribute the full-time employment share to the Teachers' Retirement Fund, the District shall also do the same to assure full-time employment retirement allowance.

16.1.8 The District reserves the right to deny granting a reduced workload to any unit member if doing so would create a staffing problem.

16.1.9 No unit member shall be entitled to receive retirement credit for more than ten (10) years of service under this policy.

16.2 Job Sharing

16.2.1 Prior to any layoff and/or reduction in force, the District shall advertise to all unit members, for a thirty (30) day period, that the opportunity exists to participate in job sharing. The minimum job sharing employment shall be one-half (1/2) of the number of days of service required by the unit member's contract of employment. The term "one-half" (1/2) means full-time for one-half (1/2) of days required for the individual's position classification. The unit member receives fringe benefits under Article 15 during the term of his/her employment. The District reserves the right to deny the granting of job sharing if doing so would create a legal/staffing problem, as determined by the District.

16.2.2 Job sharing shall refer to two (2) unit members on regular contracts sharing one (1) teaching assignment. Two (2) unit members may share an assignment for a minimum of one (1) year. Job applications for a job-sharing assignment for the following school year shall be filed with the District no later than March 1. An application for job-sharing must include a proposal specifying how the employee will fulfill the responsibilities and duties of the position. The total number of positions shared by unit members participating in a job share shall not exceed 1% of the bargaining unit. The District shall approve or deny requests and notify, in writing, the applicants of its decision by May 1. Notwithstanding other provisions of this Agreement, job sharing unit members' wages, benefits, and paid leaves shall be prorated relative to the actual time worked. In no event shall the total amount of the health and welfare benefits for the job sharers exceed the amount the District would have paid if the position had not been shared.

16.2.2.1 Upon request of the two (2) unit members and approval of the principal, a job sharing assignment may be renewed provided the two (2) unit members notify the District prior to March 1.

16.2.2.2 If a unit member on a regular contract is in a job sharing assignment and elects to return after the first year to full-time teaching, the unit member will be returned to her/his original school if a position for which the unit member is certificated is available.

16.2.2.3 If a unit member on a regular contract is in a job sharing assignment for more than one (1) year and elects to return to full-time teaching, the unit member will be assigned to the first available full-time teaching position for which the unit member is certificated.

- 16.2.2.4 In order to advance on the salary schedule, the bargaining unit members in the job share must work a minimum of 75% of the 185 work days, which is a total of 139 or more days within two consecutive school years. If a work year is adjusted due to furlough days, the unit member must work a minimum of 75% of the work days within the two consecutive years.

16.3 Reducing from a Full-Time Assignment

- 16.3.1 The request for a reduced assignment must be initiated by the unit member and formalized by a written agreement with the District prior to the period of reduced service. The Director, Human Resources, shall specify the conditions of reduced service and shall establish the deadlines for making an application and reaching an agreement. The agreement may be renewed on an annual basis with mutual consent of the unit member and the District.
- 16.3.2 If a unit member on a reduced contract returns to his/her full-time assignment after one (1) year, the unit member shall be returned to his/her original school if a position for which the unit member is certificated is available.
- 16.3.3 If a unit member's reduced assignment contract is not renewed, the unit member shall return to a full-time position.

ARTICLE 17: DISCIPLINE17.1 Files17.1.1 District Personnel File

A unit member shall have the right to examine and respond to all of the material in his/her personnel file which has accrued after his/her employment. A representative of the unit member may, at the unit member's request, accompany the unit member in the review or, with the unit member's written consent, may conduct the review. Each unit member's personnel file shall contain only materials and documents as provided by law including the following:

17.1.1.1 Pre-employment information

17.1.1.2 Copies of annual contracts and supplemental contracts

17.1.1.3 Transcripts

17.1.1.4 Certification material

17.1.1.5 Letters of commendation

17.1.1.6 Copies of official personnel action

17.1.1.7 Written evaluations

17.1.1.8 Other materials, as agreed between the unit member and the Director, Human Resources.

17.1.2 Materials placed in the unit member's district personnel file shall be photocopied within forty-eight (48) hours of placement and submitted to the unit member who shall sign a receipt signifying that s/he has received the material. Such receipt does not indicate agreement. The unit member may make a written response to the material which shall also be placed in his/her district personnel file, and attached to the material being responded to. Materials which relate to an incident involving a unit member must be submitted for placement in his/her district personnel file within a reasonable period of time following the date of the complaint. Any material shall be removed from the district personnel file if a unit member's claim that it is inaccurate is sustained through the grievance procedure.

17.1.3 Local Site Folders

17.1.3.1 In addition to copies of materials found in 17.1.1, the local site folder may contain only the following:

17.1.3.1.1 Emergency Information Card

17.1.3.1.2 Principal/Supervisor copies of official personnel actions

17.1.3.1.3 Principal/supervisor documentation of actions which may lead to official personnel actions

17.1.3.1.4 Personal Data Sheet

17.1.3.1.5 Copies of forms which are prohibited by this Agreement from placement in the district personnel file

17.1.3.1.6 Items in the local site folders shall be destroyed whenever a unit member transfers to another site or terminates employment with the District with the exception of items that could lead to disciplinary actions and items mutually agreed upon by the unit member and principal.

17.1.3.2 Materials placed in the local site folder as described in 17.1.3.1 with the exception of item 3 are generally materials known to the unit member. Written "documentation of actions which may lead to official personnel action" will be made known to the unit member prior to use in any official personnel action. Twelve months after the receipt of a verbal warning document, the unit member may request the site administrator remove any record of said verbal warning from the local site file. If the request is denied, the unit member may appeal the decision to the Asst. Supt. of Human Resources.

17.2 Discipline

17.2.1 Process - Normally, the district shall utilize a "progressive discipline" procedure which utilizes the following steps:

17.2.1.1 Verbal warning(s)

17.2.1.2 Written warning

17.2.1.3 Written Reprimand

17.2.1.4 In the administration of this procedure, the parties agree that some actions of unit members may be so severe as to not require stringent adherence to the steps outlined. It is further agreed, however, that no

unit member shall be reprimanded, reduced in compensation, or suspended with or without pay as set forth herein without just cause.

In order to progress from one step to the next there must have been reoccurrence of like or related action that brought about the previous step or steps.

17.2.2 Notice of Progressive Discipline - In the administration of the overall discipline program of the district, it will be clearly noted on any written notice stating if the discipline represents a:

17.2.2.1 Written warning, or

17.2.2.2 Written Reprimand

17.2.3 Right to Representation - A unit member shall be entitled to have a representative present when s/he is subject to any disciplinary action. After a request for such representation is made, any conference will be held within a period of time not to exceed five (5) working days in order that a representative of the unit member's choice, when possible, may have an opportunity to be present.

17.2.4 Extra-Service Pay Assignments

17.2.4.1 Removal of Unit Member For Extra-Service Pay

The District may remove unit members from extra-service pay positions (Appendix C) subject to due process or as a result of a transfer to another site. For purposes of this section, due process means:

17.2.4.1.1 Verbal warning

17.2.4.1.2 Written warning

17.2.4.1.3 Written reprimand

17.2.4.1.4 Removal

The District may also remove a unit member from extra-pay and leadership positions (Appendix C) due to deficiencies in performance. The unit member will be given written notice of the deficiencies prior to removal. If no improvement is made within a reasonable amount of time, the unit member will be given notice by May 15 or at the conclusion of the season of sport effective for the following school year or season. It is understood that any written material or documents related to the removal of a unit member from an extra-service pay position shall not be placed in the unit member's district personnel file but may be placed in the local site folder. This does not prohibit the

documentation of serious offenses involving moral turpitude to be included in the personnel file.

- 17.2.4.2 In the administration of this procedure, the parties agree that some actions of unit members may be so severe as to require stringent action without strict adherence to the steps outlined above. It is further agreed that the District shall not be obligated to follow the principle of just cause in the removal of unit members from extra-service pay positions.

17.3 Complaints Against Unit Members

- 17.3.1 If in the opinion of the site administrator or designee, a serious complaint has been lodged against an individual teacher by an employee or non-employee, the teacher shall be notified within a reasonable period of time and, when practicable, before any students are questioned. Complaints not reported to the teacher within a reasonable period of time shall not be utilized in any evaluation or subsequent disciplinary action.
- 17.3.2 When practicable, if the complainant wishes to pursue the matter further, the principal will convene a conference between the teacher, the person making the complaint, and the principal or designee for the purpose of resolving the complaint.
- 17.3.3 Complaints that are not resolved at the school level should be directed to the District Superintendent or Designee.
- 17.3.4 If after the District Superintendent, or Designee, has responded to the complaint, the complainant is still not satisfied with the answer, further complaint may be made in writing to the Board of Trustees for its potential investigation and necessary action. Such complaints may be discussed in closed session.

ARTICLE 18: SUMMER PROGRAMS

Summer Programs include, but are not limited to, seat-based courses, APEX, online or E-Learning courses, Extended School Year (special education), Summer Language Academy, and International Short Stay.

18.1 Summer Program Selection Procedures

- 18.1.1 Summer program positions and requirements shall be announced at the earliest time feasible prior to the commencement of the term. ASTA unit members shall be eligible to apply for summer program positions only if they have a current “meets standards” or “satisfactory” evaluation. Such announcements shall be in the form of notices sent to all certificated personnel. Eligible ASTA bargaining unit applicants shall be given an interview.
- 18.1.2 Written notice of initial summer program assignment shall be given at the earliest time feasible prior to the commencement of the term. Employment may be terminated anytime the class size drops below an enrollment figure established by the District. Unit members who are offered employment shall be guaranteed a minimum of ten (10) hours pay.
- 18.1.3 Application procedures for summer program teaching positions will be announced each year. Unit members will be recommended for summer program employment by the summer program principals, and approved by the Director, Human Resources, who will send a written offer of employment, including training and other requirements, to the unit member. The unit member who is offered summer program employment shall sign and return the offer within five (5) days of notification or be deemed to have declined the offer. Preference shall be given to personnel who during the regular school year are ASTA bargaining unit members in the Anaheim Union High School District, hold an appropriate teaching credential, are permanent teachers, probationary or temporary teachers who have been offered and accepted employment for the next school year and are currently teaching or have taught in the subject area in the past at any level. ASTA bargaining unit members shall be hired prior to non-AUHSD applicants, except that the District shall have the right to hire up to 10% non-AUHSD applicants for summer program positions. A bargaining unit applicant who is not selected to teach in a summer program may be provided a written rationale upon request.
- 18.1.3.1 The District will provide the Association with a listing of all applicants and all hires for summer programs and in addition, will provide copies of all application forms specifically requested by the Association within two (2) days of the Association's request.
- 18.1.3.2 The District will make all reasonable efforts to ensure that equipment is safeguarded in all summer program lab and/or shop classes when

the teacher in the classroom during the regular year is not teaching summer program.

18.2 Working Hours

Unit members must be on duty at least fifteen (15) minutes before the beginning of the class day and remain on duty until the close of the student's regular school day. Each unit member shall receive a daily break of ten (10) minutes between the first period and the second period if the unit member is assigned to teach both periods. Such time shall be compensated at the unit member's hourly rate of pay.

Attendance at any required summer program meetings held outside regular school hours will be paid at the Hourly Rate of pay.

The Superintendent or his/her designee shall meet with the ASTA President no later than March 1 of each school year to discuss the summer program schedule.

18.3 Cancelled Class Procedures

Teachers whose classes are canceled due to insufficient enrollment shall be entitled to fill any vacant summer program positions for which they are certified at other summer program sites, before such positions are offered to other personnel.

18.4 Evaluation Procedures

Any summer program teacher who is regularly employed by the District shall not be subject to evaluation during the summer program.

Any other employee may be evaluated at the principal's discretion.

18.5 Wages and Benefits

18.5.1 Hourly Rate

Summer program teachers will be paid an hourly wage determined by the current Hourly Rate of pay.

18.5.2 Summer program teachers will not be accorded health and welfare benefits as an incident of summer program employment.

18.6 Sick Leave, Personal Illness and Injury

18.6.1 Annual Sick Leave and Accumulation

Members of the bargaining unit shall be entitled to sick leave credit equivalent to the total daily hours for the summer program worked. The summer program must be a minimum of 19 days and the employee must work at least 75% of the summer

program work days to qualify for the sick leave credit. Summer program unused sick leave and regular contract sick leave shall be accumulated from year to year. If a unit member has used his/her sick leave earned during the summer program, and requires additional sick leave, such sick leave shall be deducted from the unit member's regular accumulated sick leave or the unit member shall take short term leave without pay. (Article 8, section 8.12)

To be eligible for sick leave absence with pay, the unit member shall be in a paid status and scheduled for work on the day(s) of absence.

If a unit member resigns, retires, or is terminated and has used more sick leave than was earned, the amount used but not earned shall be deducted from the final warrant of the unit member.

18.6.2 Procedures for Taking Sick Leave

Members of the bargaining unit must notify the principals of the absence as soon as the necessity to be absent becomes known to the unit member but in no instance later than 6:30 a.m. of the day of the absence.

A unit member returning from absence must contact the school or site by 12:00 noon of the day preceding the day of intended return. If s/he is unable to make a determination before 12:00 noon, the District must be notified not later than 6:30 a.m. the following day. In the event that the District has not been notified of the unit member's intention to return, and accordingly has employed a substitute teacher for the day, the District may require the returning unit member to be charged with one (1) additional day of absence.

18.7 Release Time

18.7.1 Release Time - Grievance Processing

Unit members, not to exceed a maximum of the grievant, the grievant's representative and two (2) witnesses, shall be released from assigned responsibility without loss of compensation when participating in grievance meetings held during the school day.

18.7.2 Release Time - Association Business

Upon twenty-four (24) hours prior notice of the District and authorization by the President of the Association, the Association shall be provided a maximum of three (3) days each school year of released time for the purpose of conducting Association business. These days shall be taken in minimum increments of one (1) full day. Payment for the substitute(s) replacing the absent unit member(s) shall be reimbursed to the District Business Office by the Association within thirty (30) days.

ARTICLE 19: FACULTY ADVISORY COUNCIL19.1 Yearly Election

Each school site shall hold a yearly election conducted by the Association Site Representative and the Principal during the first quarter of each school year to determine if they wish to establish a Faculty Advisory Council. A two-thirds (2/3) vote of the teaching staff is required to establish the Council.

19.2 Participants

The Faculty Advisory Council shall be composed of a minimum of three (3) to a maximum of five (5) teachers elected by the majority of the teachers at the site.

19.3 Meetings

The Council shall meet on a regular basis and act as an advisory panel to the site administration on issues including, but not limited to, master schedule, school discipline, attendance policies, and local site budget.

ARTICLE 20: PROFESSIONAL DEVELOPMENT/PROFESSIONAL LEARNING

The Anaheim Secondary Teachers Association (Association) and the Anaheim Union High School District (District) agree that an effective professional learning plan considers the complexities of teaching and student learning, while focusing on continuous improvement of the teaching practice. Administrators and teachers shall work together to build a collaborative and trusting environment in which both parties are valued equally to achieve that goal. Unit members at each site shall be afforded the opportunity to actively participate in the planning of professional development activities throughout the school year. Administrators and teachers shall utilize a variety of site-based shared decision making structures, including Site Leadership Teams and Professional Learning Communities, to ensure the needs of unit members, the departments, and the site are met.

ARTICLE 21: BEGINNING TEACHERS SUPPORT AND ASSESSMENT PROGRAM

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

21.1 Purpose

- 21.1.1 Provide an effective transition into the teaching career for the first year and second year teachers in California.
- 21.1.2 Improve the educational performance of pupils through improved training, information and assistance to new teachers.
- 21.1.3 Enable beginning teachers to be effective in teaching pupils who are culturally, linguistically, and academically diverse.
- 21.1.4 Ensure the professional success and retention of new teachers.
- 21.1.5 Ensure that a Support Provider provides intensive individualized support and assistance to each participating beginning teacher.
- 21.1.6 Improve the rigor and consistency of individual teacher performance assessments and the usefulness of assessment results to teachers and decision-makers.
- 21.1.7 Establish an effective, coherent system of performance assessments that are based on the California Standards for the Teaching Professional adopted by the Commission, January 1997.
- 21.1.8 Examine alternative ways in which the general public and the educational profession may be assured that new teachers who remain in teaching have attained acceptable levels of professional competence.
- 21.1.9 Ensure that an individual induction plan is in place for each BTSA Participating teacher and is based on an ongoing assessment of the development of the beginning teacher.
- 21.1.10 Ensure continuous program improvement through ongoing research, development and evaluation.

21.2 BTSA Participating Teachers

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

21.2.1 Criteria To Be Met By BTSA Participating Teachers

- 21.2.1.1 State eligible (meet requirements of first or second year with preliminary or clear credential).
- 21.2.1.2 Recommended and approved for participating by the District.

21.2.2 Example of BTSA Participating Teacher Activities

- 21.2.2.1 Demonstrate an understanding of the professional induction process through active engagement in the BTSA program.
- 21.2.2.2 Create and implement and Individual Induction Plan (IIP) together with the BTSA Support Provider.
- 21.2.2.3 Develop a teaching portfolio that provides a basis for continued examination of professional practice and growth.
- 21.2.2.4 Participate in the support and training activities including orientations, multicultural training, peer support seminars, discussion groups and demonstration lessons.
- 21.2.2.5 Participate in the assessment process and use of the results to chart professional development through further support and training activities.
- 21.2.2.6 Maintain a reflective journal to record higher thought processes on the teaching/learning context.
- 21.2.2.7 Participate in the program evaluation process and provide feedback to the BTSA Support Provider and Director.

21.3 BTSA Support Provider Selection

21.3.1 Criteria To Be Met For BTSA Support Provider Nomination and Assessment

- 21.3.1.1 Be a credentialed classroom teacher in the ASTA bargaining unit with permanent status providing direct classroom instruction at least 60% of the school day.
- 21.3.1.2 Have five (5) years recent classroom experience.

- 21.3.1.3 Have demonstrated exemplary teaching ability, as indicated by, among other things, effective communication skills, subject matter knowledge, and mastery of a range of teaching strategies necessary to meet the needs of students in different context.
- 21.3.1.4 No more than 10% of the BTSA support providers can be excluded from the 60% direct classroom instruction agreement.
- 21.3.2 The following criteria will be considered:
 - 21.3.2.1 Demonstrates knowledge and commitment to subject matter.
 - 21.3.2.1.1 Subject matter expertise
 - 21.3.2.1.2 Ability to convey enthusiasm for the subject to students.
 - 21.3.2.1.3 Uses a wide variety of teaching strategies.
 - 21.3.2.2 Demonstrates belief in student ability to succeed.
 - 21.3.2.2.1 Commitment to setting high expectations for students.
 - 21.3.2.2.2 Competence to teach at various student ability levels.
 - 21.3.2.2.3 Willingness to give special attention to students requiring assistance.
 - 21.3.2.2.4 Success in fostering excellent student performance.
 - 21.3.2.3 Gives evidence of professional stature.
 - 21.3.2.3.1 Leadership, e.g., in organizing projects on his/her own initiative.
 - 21.3.2.3.2 Recognition by those in the same profession.
 - 21.3.2.3.3 Respect of his/ her colleagues.
 - 21.3.2.3.4 Teaching skills for working with students from different racial, linguistic and cultural backgrounds.
- 21.3.3 Examples of BTSA Support Provider Activities
 - 21.3.3.1 Provide assistance and guidance to new teachers.
 - 21.3.3.2 Provide staff development for teachers.

- 21.3.3.3 Develop curriculum.
- 21.3.3.4 Establish a forum allowing for the exchange of new ideas and materials.
- 21.3.3.5 Assist teachers with classroom management/organization/discipline skills.
- 21.3.3.6 Participate in a program of professional growth designed to improve mentor skills.

21.4 Selection Committee for BTSA Support Providers

The Committee shall consist of the President of the Anaheim Secondary Teachers Association, one BTSA Lead Teacher and the Assistant Superintendent of Human Resources.

Rights and Responsibilities of the Selection Committee:

- 21.4.1 The Selection Committee shall seek applications for the BTSA program from the body of eligible classroom teachers.
- 21.4.2 For each classroom teacher recommended, the committee shall specify a term of BTSA service of two (2) years. BTSA Support Providers may request reappointment through the Selection Committee until the six (6) year maximum is reached. The Selection Committee will consider the recommendation from the Director.
- 21.4.3 Material contained in the applicant's personnel file, including letters of recommendation and evaluations shall not be made available to or used by the committee unless expressly authorized in writing by the applicant.
- 21.4.4 The Selection Committee will review BTSA Support Provider applications and may conduct classroom observations of the candidates.
- 21.4.5 The Selection Committee will select candidates for BTSA Support Provider by a majority vote of the Committee.
- 21.4.6 The process will include reviewing applications and references, and conducting personal interviews. The Selection Committee will recommend BTSA Support Provider candidates and a list of alternates.

21.5 BTSA Support Provider Rights and Responsibilities

- 21.5.1 BTSA Support Providers may be released from classroom duties. Release time may be for workshops, inservice activities, observations, and other related duties.
- 21.5.2 BTSA Support Providers are not to perform any administrative duties or participate in the summative evaluation of other teachers.
- 21.5.3 BTSA Support Providers are not exempt from normal, routine teacher duties at their site.

21.6 Evaluation of the BTSA Support Provider

Evaluation of the BTSA Support Provider classroom duties shall be in accordance with District policy, practice and the certificated bargaining agreement.

21.6.1 General Provisions

- 21.6.1.1 No expense required by the operation of this program shall be budgeted or charged to the general fund. If the funding is decreased at any time during the life of the program, all facets of the program will be decreased proportionally.
- 21.6.1.2 If for any reason a BTSA Support Provider is unable to complete the designated term, the Director may recommend a replacement from committee recommended alternates and the respective stipend shall be prorated.
- 21.6.1.3 Following a term of service, a BTSA Support Provider must wait one (1) year to reapply unless there are no BTSA Support Providers available.

21.7 Board Action

- 21.7.1 The District Governing Board may meet in Closed Session to consider the appointment of any nominees to be a BTSA Support Provider in the same manner that it may consider the appointment or employment of other employees.
- 21.7.2 Final designation of any person as a BTSA Support Provider shall be by action of the Governing Board of the school district from persons nominated. The Governing Board may reject any nomination.

ARTICLE 22: PEER ASSISTANCE AND REVIEW

The Association and the District agree that the Peer Assistance Review (PAR) program shall only be implemented if the District receives funding for the program from the State. The Association and the District are continuously striving to provide the highest possible quality of education. In order for students to succeed in learning, teachers must succeed in teaching. Therefore, the parties agree to cooperate in the design and implementation of programs to improve the quality of instruction through expanded and improved professional development and peer assistance. Teachers who are referred or volunteer for the program are viewed as valuable professionals who deserve to have the best resources available provided to them in the interest of improving performance to a successful standard.

22.1 Joint Committee

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

The Joint Committee shall establish its own meeting schedule. To meet, two-thirds of the members of the Joint Committee must be present. Such meetings shall take place during the regular teacher workday. Teachers who are members of the Joint Committee shall be released from their regular duties to attend meetings, without loss of pay or benefits. In addition, the teacher members of the Joint Committee shall receive a stipend of \$4,000 per year.

The Joint Committee shall be responsible for the following:

- 22.1.1 Providing annual training for the Joint Committee members.
- 22.1.2 Establishing its own rules of procedure, including the method for the selection of a Chairperson.
- 22.1.3 Selecting the panel of Consulting Teachers.
- 22.1.4 Selecting trainers and/or training providers.
- 22.1.5 Providing training for Consulting Teachers prior to the Consulting Teacher's participation in the program.
- 22.1.6 Notifying participation in the Peer Assistance and Review program by written notification to the referred PAR Participating Teacher, the Consulting Teacher and the site Principal.
- 22.1.7 Making available the list of the panel of Consulting Teachers to the PAR Participating Teacher.

- 22.1.8 Adopting Rules and Procedures for effectuating the provisions of this Article. Said Rules and Procedures will be consistent with the provisions of the Agreement, and to the extent that there is an inconsistency, the Agreement will prevail.
- 22.1.9 Distributing, annually, a copy of the adopted Rules and Procedures to all bargaining unit members and administrators.
- 22.1.10 Establishing a procedure for application as a Consulting Teacher.
- 22.1.11 Determining the number of Consulting Teachers in any school year, based upon participation in the Peer Assistance and Review program, the available budget and other relevant considerations.
- 22.1.12 Reviewing the report prepared by the Consulting Teacher and making recommendations to the Governing Board regarding the referred PAR Participating Teacher's progress in the Peer Assistance and Review program.
- 22.1.13 Evaluating, annually, the impact of the Peer Assistance and Review program in order to improve the program.

22.2 Confidentiality

All proceedings and materials related to evaluations, reports and other personnel matters shall be strictly confidential. Therefore, Joint Committee members and Consulting Teachers may disclose such information only as necessary to administer this Article.

22.3 Hold Harmless

This District agrees to indemnify and hold harmless and provide a defense to any Association-selected member of the Joint Committee against any claims, causes of action, damages, grievances, administrative proceedings or any other litigation arising from the unit member's participation in Peer Assistance and Peer Review. The Association retains the right to participate in the litigation. The District will pay legal costs and fees in such actions.

22.4 PAR Participating Teachers

- 22.4.1 A PAR Participating Teacher is an experienced teacher with permanent status who receives assistance to improve his or her instructional skills, classroom management, knowledge of subject, and/ or related aspects of his or her teaching performance as a result of an unsatisfactory final evaluation.
- 22.4.2 A PAR Participating Teacher will be assigned to a Consulting Teacher from a panel of teachers. The Referred PAR Participating Teacher may petition the Joint Committee for a different Consulting Teacher.

22.4.3 The Referred Participating Teacher has the right to be represented at any Joint Committee meeting or any meeting with administrators throughout these procedures by the Association representative of his or her choice.

22.4.4 A Volunteer PAR Participating Teacher is an experienced teacher with permanent status who volunteers to receive assistance to improve his or her instructional skills, classroom management, knowledge of subject, and/or related aspects of his or her teaching performance. The Volunteer PAR Participating Teacher may elect to exit the program at any time. All materials and documents related to the peer assistance shall be strictly confidential.

Therefore, such materials and documents shall not be placed in the unit member's personnel file and shall not be distributed to anyone except the Consulting Teacher and Volunteer PAR Participating Teacher.

22.4.5 The Joint Panel shall have the right to extend the period of participation for a Referred PAR Participating Teacher for a period of up to one (1) additional year.

22.5 Consulting Teachers

22.5.1 A Consulting Teacher is a teacher who provides assistance to a PAR Participating Teacher pursuant to the Peer Assistance and Review program. The qualifications for the Consulting Teacher shall be set forth in the Rules and Procedures, provided that the following shall constitute minimum qualifications:

22.5.1.1 A credentialed classroom teacher working at least 60% of the time in direct student instruction with permanent status.

22.5.1.2 At least nine (9) years of teaching experience with five (5) most recent years as a teacher in classroom instruction in the District.

22.5.1.3 Shall demonstrate exemplary teaching ability, as indicated by among other things, effective communication skills, subject matter knowledge, and mastery of a range of teaching strategies necessary to meet the needs of pupils in different contexts.

22.5.2 In filling a position of Consulting Teacher, each applicant is required to submit three (3) references from individuals with specific knowledge of his or her expertise as follows:

22.5.2.1 A reference from a building principal or immediate supervisor.

22.5.2.2 A reference from an Association representative.

22.5.2.3 A reference from another classroom teacher.

All applications and references shall be treated with confidentiality.

- 22.5.3 Consulting Teachers shall be selected by a majority vote of the Joint Committee after candidates have had classroom observations by the Joint Committee members.
- 22.5.4 A Consulting Teacher shall be released from all regular classroom teaching duties. The term of the Consulting Teacher shall be two (2) years with an option to apply for a second two (2) year term. A teacher may not serve in the position for more than two (2) consecutive terms. A teacher may not be appointed to an administrative position in the district while serving as a Consulting Teacher or for one (1) full year after serving as a Consulting Teacher.
- 22.5.5 Functions performed pursuant to this Article by bargaining unit employees shall not constitute either management or supervisory functions. The Consulting Teacher shall be entitled to all rights of bargaining unit members. In addition to the regular salary, a Consulting Teacher shall receive a stipend of \$4,000, per year, for all work necessary to complete the assignment.
- 22.5.6 Upon completion of his or her service as a full-time released Consulting Teacher, a teacher shall be returned to a regular assignment in accordance with Article 9, Transfer Procedures, of this Agreement. The Joint Committee shall include a statement on the application specifying the return rights of a Consulting Teacher.

22.6 Procedure

The number of PAR Participating Teachers assigned to each Consulting Teacher shall be determined by the Joint Committee. Consulting Teachers shall assist PAR Participating Teachers by demonstrating, observing, coaching, conferencing, referring or by other activities, which, in their professional judgment, will assist the PAR Participating Teacher.

22.7 Performance Goals

The Consulting Teacher and the Site Administrator shall meet with the PAR Participating Teacher to discuss the Peer Assistance and Review program, to establish mutually agreed upon performance goals.

22.8 Assistance Plan

The Consulting Teacher and the Referred PAR Participating Teacher shall develop the assistance plan and develop a process for determining successful completion of the Peer Assistance and Review program.

22.9 Observations

The Consulting Teacher shall conduct multiple observations of the PAR Participating Teacher during classroom instruction, and shall have both pre-observation and post-observation conferences.

22.10 Progress

The Consulting Teacher shall monitor the progress of the Referred PAR Participating Teacher and shall submit to and discuss with the Referred PAR Participating Teacher periodic written reports.

22.11 Reporting

Consulting Teachers shall report their activities on a regular basis to the Joint Committee.

22.12 Limitations

The Consulting Teacher shall continue to provide assistance not to exceed one (1) school year to the Referred PAR Participating Teacher until he or she concludes that the teaching performance of the PAR Participating Teacher is satisfactory, or that further assistance will not be productive. The Joint Committee may authorize additional assistance beyond the one year period. A copy of the Consulting Teacher's report shall be submitted to and discussed with the Referred PAR Participating Teacher to receive his or her signature before it is submitted to the Joint Committee. The Referred PAR Participating Teacher's signing of the report does not necessarily mean agreement, but rather that he or she has received a copy of the report.

The Consulting Teacher shall submit a final report to the Joint Committee. The Referred PAR Participating Teacher shall have the right to submit a written response, within twenty (20) days, and have it attached to the final report. The Referred PAR Participating Teacher shall also have the right to request a meeting with the Joint Committee, and to be represented at this meeting by the Association representative of his or her choice.

22.13 Results

The results of the Referred PAR Participating Teacher's participation in the Peer Assistance and Review program shall be made available for placement in his or her personnel file, and may be used in the evaluation of the Referred PAR Participating Teacher.

22.14 Unresolved Issues

Any unresolved issues shall be referred to the Joint Committee for final resolution.

ARTICLE 23: DURATION

This Agreement shall remain in full force and effect through the first teacher work day of the 2020-2021 school year and shall continue in effect day-to-day until such time as a new or modified agreement is ratified by both parties.

For school year 2019-2020, Article 14, Wages and Items Related to Wages, and Article 15, Health and Welfare Benefits, shall be open for negotiations.

In addition to the articles referenced above, the Association and the District shall each have the option of opening one (1) other article of their choosing in 2019-2020. These articles shall be the only subjects of negotiations unless additional articles are opened by mutual consent.

It is understood that other provisions of the Agreement shall remain in full force and effect for the years 2018-2019 and 2019-2020 notwithstanding the results of the limited reopener of negotiations as outlined above.

ANAHEIM UNION HIGH SCHOOL
DISTRICT

ANAHEIM SECONDARY TEACHERS
ASSOCIATION

By: _____
Michael B. Matsuda
Superintendent

By: _____
Grant Schuster
President

Anaheim Union High School District 2020-2021

EXHIBIT BB

Student/Teacher Calendar

July 2020					November 2020					March 2021				
		1	2	3*	2	3	4	5	6	1	2	3	4	5
6	7	8	9	10	9	10	11*	12	13	8	9	10	11	12<
13	14	15	16	17	16	17	18	19	20	15	16	17	18	19
20	21	22	23	24	23	24	25	26*	27*	22	23	24	25	26*
27	28	29	30	31	30					29	30	31		
August 2020					December 2020					April 2021				
3	4	5	6	7		1	2	3	4				1	2
10++	11+	12*	13	14	7	8	9	10	11	5	6	7	8	9
17	18	19	20	21	14	15	16	17#	18<	12	13	14	15	16
24	25	26	27	28	21	22	23	24*	25*	19	20	21	22	23
31					28	29	30	31*		26	27	28	29	30
September 2020					January 2021					May 2021				
	1	2	3	4					1*	3	4	5	6	7
7*	8	9	10	11	4	5	6	7	8	10	11	12	13	14
14	15	16	17	18	11	12	13	14	15	17	18	19	20	21
21	22	23	24	25	18*	19	20	21	22	24	25	26#	27<	28+
28	29	30			25	26	27	28	29++	31*				
October 2020					February 2021					June 2021				
			1	2	1	2	3	4	5		<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>
5	6	7	8	9<	8*	9	10	11	12	7	8	9	10	11
12++	13	14	15	16	15*	16	17	18	19	14	15	16	17	18
19	20	21	22	23	22	23	24	25	26	21	22	23	24	25
26	27	28	29	30						28	29	30		



School Begins

Quarter	Days	Dates			
1	42	Aug	12	--	Oct 9
2	43	Oct	13	--	Dec 18
3	46	Jan	4	--	Mar 12
4	49	Mar	15	--	May 27

* Non-Student/Non-Teacher Day
Holidays

+ Teacher Day; No Students

++ Staff Development Day; No students

< End of the Quarter or Semester
and Minimum Day for Students

Minimum Day for H.S. Students Only

— Underlined Days (June 1-June 4) are subject to
change to regular school days if it becomes
necessary to bring the total school days up to State
minimum.

Progress Reports Due
Fridays at 10:00 a.m. at the
site on:

September 18, 2020
November 13, 2020
February 5, 2021
April 23, 2021

Grades Due Fridays at
10:00 a.m. at the site on:

October 16, 2020
January 8, 2021
March 19, 2021
May 28, 2021

Board Approved: 5/7/2019

ANAHEIM UNION HIGH SCHOOL DISTRICT
2019/2020 TEACHERS' SALARY SCHEDULE
Step and Column Placement

		BA + 30	BA + 45 or MA	BA + 60 & MA or Doctorate
STEPS	I	II	III	IV
01	\$53,012	\$57,182	\$62,045	\$67,600
02	\$56,222	\$60,386	\$65,249	\$70,803
03	\$59,422	\$63,596	\$68,451	\$74,015
04	\$62,632	\$66,794	\$71,659	\$77,221
05	\$65,840	\$70,006	\$74,866	\$80,425
06	\$69,048	\$73,212	\$78,075	\$83,630
07	\$72,256	\$76,417	\$81,282	\$86,841
08	\$75,461	\$79,627	\$84,485	\$90,052
09	\$78,674	\$82,833	\$87,695	\$93,260
10	\$81,875	\$86,045	\$90,908	\$96,467
11	\$85,088	\$89,261	\$94,115	\$99,671

Longevity Schedule for Years of Credentialed Teaching in AUHSD

LONGEVITY (Steps 16-26 are longevity steps for years of credentialed teaching in AUHSD) See Article 14.3.5				
16	\$89,882	\$94,055	\$98,909	\$104,465
21	\$94,676	\$98,849	\$103,703	\$109,259
26	\$99,470	\$103,643	\$108,497	\$114,053

Doctorate: \$2,339
National Board Certification \$2,339
Hourly Rate of Pay: \$45.75 (effective 5/26/20)

Initial Salary Placement: See Article 14.3.2

<u>Years Experience</u>	<u>Placement</u>
1	2
2	3
3	4
4	5
5	6
6 or more	7

Board of Trustees
Pending
Effective: July 1, 2019

ANAHEIM UNION HIGH SCHOOL DISTRICT
EXTRA SERVICE PAY SCHEDULE
2019-20
 SENIOR HIGH SCHOOL
 TEACHERS

*Percentages below shall be equal to Column II, Step 1
 of the 2019-2020 Teachers Salary Schedule*

1. **ACTIVITIES** - To be paid in two equal semester payments, unless activity specifies it is an amount for one semester only.

<u>POSITION</u>	<u>PAY</u>	<u>PERCENTAGE</u>
Jazz Band	\$1,584	2.77
Accompanist	\$1,698	2.97
Academic Decathlon (1 per school)	\$2,567	4.49
Kiwanis Bowl (1 per school)	\$2,567	4.49
Mock Trial (1 per school)	\$2,567	4.49
CTSO	\$2,567	4.49
Journalism	\$2,911	5.09
Photo Advisor	\$2,911	5.09
Yearbook	\$3,282	5.74
Assistant Band Director	\$3,282	5.74
Assistant Dance	\$3,282	5.74
Speech	\$3,460	6.05
Debate	\$3,460	6.05
Vocal	\$3,837	6.71
Speech Debate	\$3,837	6.71
Dance	\$3,837	6.71
Drama	\$3,837	6.71
Band	\$5,621	9.83
Drill Team	\$5,621	9.83
Colorguard (1 person)	\$5,621	9.83

*Percentages below shall be equal to Column II, Step 1
of the 2019-2020 Teachers Salary Schedule*

2. **ATHLETICS** - To be paid at the end of the season in one payment.

<u>SPORT</u>	<u>POSITION</u>	<u>PAY</u>	<u>PERCENTAGE</u>
Football	Head Varsity	\$5,621	9.83
	Assistant Varsity	\$3,688	6.45
	Junior Varsity	\$3,460	6.05
	Sophomore	\$3,460	6.05
	Freshman	\$3,460	6.05
	Assistant Fr/Soph	\$3,122	5.46
Cross Country	Head Varsity Men & Women	\$3,688	6.45
	Head Varsity	\$3,460	6.05
	Assistant or Lower Level	\$3,122	5.46
Volleyball	Head Varsity & JV	\$3,837	6.71
	Head Varsity	\$3,460	6.05
	Assistant or Lower Level	\$3,122	5.46
Song and Cheer	Varsity Song/Cheer (1 person)	\$5,621	9.83
	Varsity Songleader	\$2,813	4.92
	Varsity Cheerleader	\$2,813	4.92
Tennis	Head Varsity & JV	\$3,837	6.71
	Head Varsity	\$3,460	6.05
	Assistant or Lower Level	\$3,122	5.46
Water Polo	Head Varsity & JV	\$3,837	6.71
	Head Varsity	\$3,460	6.05
	Assistant or Lower Level	\$3,122	5.46
Basketball	Head Varsity	\$4,334	7.58
	Assistant or Lower Level	\$3,460	6.05
Soccer	Head Varsity & JV	\$3,837	6.71
	Assistant or Lower Level	\$3,122	5.46
Wrestling	Head Varsity Men & Women	\$4,775	8.35
	Head Varsity Men	\$4,334	7.58
	Head Varsity Women	\$4,334	7.58
	Assistant or Lower Level	\$3,460	6.05
Softball	Head Varsity	\$4,334	7.58
	Assistant or Lower Level	\$3,460	6.05

*Percentages below shall be equal to Column II, Step 1
of the 2019-20 Teachers Salary Schedule*

ATHLETICS, continued

<u>SPORT</u>	<u>POSITION</u>	<u>PAY</u>	<u>PERCENTAGE</u>
Baseball	Head Varsity	\$4,334	7.58
	Assistant or Lower Level	\$3,460	6.05
Badminton	Head Varsity & JV	\$3,688	6.45
	Head Varsity	\$3,460	6.05
	Assistant or Lower Level	\$3,122	5.46
Golf	Head Varsity	\$3,122	5.46
Swimming	Head Varsity & JV	\$3,837	6.71
	Head Varsity Men & Women	\$3,837	6.71
	Head Varsity	\$3,460	6.05
	Assistant or Lower Level	\$3,122	5.46
Track	Head Varsity & JV	\$4,775	8.35
	Head Varsity Men & Women	\$4,775	8.35
	Head Varsity Men	\$4,334	7.58
	Head Varsity Women	\$4,334	7.58
	Assistant or Lower Level	\$3,122	5.46
Trainers	District/Site Certified Athletic Trainer - Fall	\$4,334	7.58
	District/Site Certified Athletic Trainer - Winter	\$4,334	7.58
	District/Site Certified Athletic Trainer - Spring	\$4,334	7.58
	Trainer - Fall	\$1,956	3.42
	Trainer - Winter	\$1,956	3.42
	Trainer - Spring	\$1,956	3.42
	Assistant Trainer - Fall	\$1,281	2.24
	Assistant Trainer - Winter	\$1,281	2.24
	Assistant Trainer - Spring	\$1,281	2.24

3. CIF PLAYOFFS

Pay per week as follows:

- 10% for team and individual sports coaches
- 10% for trainers in team sports

*Percentages below shall be equal to Column II, Step 1
of the 2019-20 Teachers Salary Schedule*

- 5% for band, drill, song and cheer
- 3% for one (1) Girls and (1) Boys Athletic Director

Team Sports (10 or more participants - 2 coaches)

- Baseball
- Badminton
- Basketball
- Cross Country
- Football (allowed 4 coaches and 2 trainers)
- Golf
- Soccer
- Softball
- Swimming
- Tennis
- Volleyball
- Water Polo
- Wrestling

Individual Sports (Less than 10 participants - 1 coach)

- Badminton
- Cross Country
- Golf
- Swimming
- Tennis
- Track
- Wrestling

Extra Service Pay shall be paid at senior high school rates for 9th through 12th grade duties and at junior high school rates for 7th and 8th grade duties. If the activity/sport includes students from both the junior high and senior high level, Extra Service Pay shall be paid at the senior high school rate.

Unit members who egregiously fail to perform extra service pay assignment duties will not be paid extra service pay. Unit members who have abandoned the extra service pay assignment will be removed from the position.

**ANAHEIM UNION HIGH SCHOOL DISTRICT
LEADERSHIP POSITIONS
2019-20
SENIOR HIGH SCHOOL
TEACHERS**

*Percentages below shall be equal to Column II, Step 1
of the 2019-20 Teachers Salary Schedule*

To be paid monthly with contract pay. Duties assigned are within the scope of the school day.

EFFECTIVE JULY 1, 2019		
POSITION	PAY	PERCENTAGE
Department Chair: 1 - 5 classes	\$2,156	3.77
Department Chair: 6 - 20 classes	\$3,088	5.40
Department Chair: 21 - 50 classes	\$3,946	6.90
Department Chair: 51 - 70 classes	\$4,111	7.19
Department Chair: 71-100 classes	\$4,454	7.79
Department Chair: 101 classes or over	\$4,798	8.39
Activities Director	\$7,857	13.74
Assistant Activities Director	\$2,665	4.66
District Athletic Director	\$7,857	13.74
Athletic Director (Girls Program)	\$7,857	13.74
Athletic Director (Boys Program)	\$7,857	13.74

The following positions are part of negotiations and are defined in Articles 12, 21 and 22 of the ASTA Agreement.

POSITION	PAY
PAR Joint Committee Member	\$4,683
PAR Consulting Teacher	\$4,683
BTSA Support Provider (stipend is per PT)	\$2,344

ANAHEIM UNION HIGH SCHOOL DISTRICT
EXTRA SERVICE PAY SCHEDULE
2019-20
 JUNIOR HIGH SCHOOL
 TEACHERS

*Percentages below shall be equal to Column II, Step 1
 of the 2019-20 Teachers Salary Schedule*

1. ACTIVITIES - To be paid in two equal semester payments, unless activity specifies it is an amount for one semester only.

<u>POSITION</u>	<u>PAY</u>	<u>PERCENTAGE</u>
Journalism	\$1,292	2.26
Accompanist	\$1,292	2.26
Jazz Band	\$1,584	2.77
Pentathlon	\$1,698	2.97
Pep Club or Dance	\$2,299	4.02
Vocal Music	\$2,299	4.02
Drama	\$2,299	4.02
Yearbook	\$2,299	4.02
Speech and Debate	\$2,299	4.02
Band	\$3,282	5.74

2. ATHLETICS/ACTIVITIES - To be paid at the end of the assignment.

POSITION	PAY	PERCENTAGE
Assistant Intramural Sports Coach	\$1,898	3.32
Intramural Sports Coach	\$2,567	4.49
After School Program Activities Facilitator	\$2,567	4.49

ANAHEIM UNION HIGH SCHOOL DISTRICT
LEADERSHIP POSITIONS
2019-20
 JUNIOR HIGH SCHOOL
 TEACHERS

*Percentages below shall be equal to Column II, Step 1
 of the 2019-20 Teachers Salary Schedule*

To be paid monthly with contract pay. Duties assigned are within the scope of the school day.

EFFECTIVE JULY 1, 2019		
POSITION	PAY	PERCENTAGE*
Department Chair: 1 - 5 classes	\$2,156	3.77
Department Chair: 6 - 20 classes	\$3,088	5.40
Department Chair: 21 - 50 classes	\$3,946	6.90
Department Chair: 51 - 70 classes	\$4,111	7.19
Department Chair: 71-100 classes	\$4,454	7.79
Department Chair: 101 classes or over	\$4,798	8.39
Activities Director	\$3,837	6.71
District Intramural Sports Director	\$3,837	6.71
Intramural Sports Director	\$3,837	6.71

The following positions are part of negotiations and are defined in Articles 12, 21 and 22 of the ASTA Agreement.

POSITION	PAY
PAR Joint Committee Member	\$4,683
PAR Consulting Teacher	\$4,683
BTSA Support Provider (Stipend is per PT)	\$2,344



**ANAHEIM UNION HIGH SCHOOL DISTRICT
SMARTFIND EXPRESS SUBSTITUTE SYSTEM**



Classified & Certificated Employee Quick Reference

INTERNET ACCESS INSTRUCTIONS

System Phone Number: (714) 999-3516

Help Desk Phone Number: (714) 999-3550

Write your Access ID here: 64-0000- ____ ____ ____ ____ or 64-000 ____ ____ ____ ____ (no leading zeros)

Write your PIN here: _____

Web Browser URL: <https://anaheimuhd.eschoolsolutions.com>

SIGN IN

Open your browser and access the SmartFindExpress Sign In page. Enter your Access ID and PIN.

PIN REMINDER

The "Trouble Signing In" link supports users who want to log into the system, but have forgotten their PIN. When this link is selected, the system displays the PIN Reminder Request page. The user's Access ID and the security code being displayed must be entered on this page. **Note:** *You must be registered with the system and have a valid email address in your profile to use this option.*

PROFILE

Information

- Review profile status and address information.

Update Email

- Enter or change email address. An email address is necessary to utilize the PIN reminder function.

Change Password

- Enter your current PIN followed by a new PIN twice and click Save.

SELECT ROLE

- For multi-role employees, click on the desired icon to access another profile. No need to log out of the system and back in again!

TO CREATE AN ABSENCE

Choose the *Create an Absence* link

Important Note: *Items in Bold are required to complete an Absence.*

- **Select the Location**
- **Select the Classification**
 - Choose from the drop-down menu
- **Select the Reason for this absence from the drop-down menu.**
NOTE: *If you select a reason that requires administrator approval, the system displays a notification that the selected reason requires approval. You can continue with the job create with this reason or choose another reason. You can also provide an Approval Comment. SFE will proceed with arranging a substitute while awaiting administrator approval.*
- **Indicate if a substitute is required for this absence**
 - Choose Yes or No
- **Select Start and End Dates for your absence**
 - Enter the dates with forward slashes (MM/DD/YYYY) or use the calendar icon
- **Select Start and End Times for your absence. Default times are listed**
 - To change defaults, enter time in HH:MM am or pm format
 - Ensure that the correct time is entered. If the times for the substitute are different than the absence times, please enter the adjusted times
- Multiple Day (Recurring) Absence.
 - Your default work schedule is shown. Remove the checkmark(s) from the Work Days boxes that do not apply to this absence
 - Modify daily schedule and/or times for absence and substitute
- **FOR CERTIFICATED EMPLOYEES ONLY:** Request a particular substitute
 - Enter the substitute's access ID number or use the Search feature to find the substitute by name
 - Indicate if the requested substitute has accepted this job
 - Yes = substitute is prearranged and will not be called and offered the job
 - No = call will be placed and the substitute will be offered the job
 - Enter special instructions for the substitute to view
 - Add File Attachment(s) to the job record, if desired. Up to 3 files can be added. The attachments can be lesson plans, slides, images or other file types. Files cannot exceed the maximum per file size limit.
- **Select the Continue button**

COMPLETE! You **MUST** receive a Job Number for your absence to be recorded in the system and to receive a substitute.



ANAHEIM UNION HIGH SCHOOL DISTRICT
SMARTFIND EXPRESS SUBSTITUTE SYSTEM

EXHIBIT BB



Classified & Certificated Employee Quick Reference

INTERNET ACCESS INSTRUCTIONS

TO REVIEW/ CANCEL ABSENCE OR MODIFY SPECIAL INSTRUCTIONS

Choose the *Review Absences* link to review past, present and future absences or to cancel an absence.

Follow these steps

- Select the format for absence display: List or Calendar view.
- Search for Jobs: Enter specific date range (MM/DD/YYYY) or Calendar icon, or enter job number or leave blank to return all your absences
- Select the *Search* Button
- Select the *Job Number* link to view job details on future jobs

From the Job Details screen

- Special instructions can be updated on future jobs. Modify the special instructions and select the *Save* button
- To cancel your job, select the *Cancel Job* button
- If a substitute is assigned to your absence and you want the system to notify them of the job cancellation (by calling them), place a checkmark in the box prior to the question "Notify the Substitute of Cancellation?"
- Select *Return to List* button to return to the job listing

SIGN OUT AND WEB BROWSER INFORMATION

At any time during the session, the *Sign Out* link can be selected to end the session and disconnect from SmartFindExpress. Selecting the browser's back button or going to another site on the Internet does not disconnect the session from SmartFindExpress.

To ensure security and privacy of information, use the *Sign Out* link to disconnect from SmartFindExpress, and close the web browser when you finish with your session.

You can click the *Help* link to access Help Guides and How-to videos.

Important Note: Do NOT use the browser's BACK button to navigate to screens.

Navigation buttons are on the bottom of SmartFindExpress screens, such as the *Return to List* and *Continue* buttons.



**ANAHEIM UNION HIGH SCHOOL DISTRICT
SMARTFIND EXPRESS SUBSTITUTE SYSTEM**



Classified & Certificated Employee Quick Reference

TELEPHONE ACCESS INSTRUCTIONS

System Phone Number: (714) 999-3516

Help Desk Phone Number: (714) 999-3550

Write your Access ID here: 64-0000- ___ ___ ___ ___ or 64-000 ___ ___ ___ ___ (no leading zeros)

Write your PIN here: _____

Web Browser URL: <https://anaheimusd.eschoolsolutions.com>

THE SYSTEM CALLS SUBSTITUTES DURING THESE TIMES:

	Today's Jobs	Future Jobs
Weekdays	Starts at 5:00 am	6:00 - 10:00 pm
Saturday	None	None
Sunday	None	6:00 - 10:00 pm
Holidays	None	6:00 - 10:00 pm

REASONS FOR ABSENCE (listed in order of voice prompt):

- | | | | |
|--------------------------|-----------------------|--------------------------|-----------------------|
| 1. PERSONAL ILLNESS | 15. VACANCY | 20. ADMINISTRATIVE LEAVE | 3. NON-DUTY DAY |
| 10. PERSONAL WITHOUT PAY | 16. FAMILY LEAVE | 21. LTS-VACANCY | 4. PERSONAL NECESSITY |
| 11. SUBPOENA | 17. GROWTH | 22. LTS-PERSONAL LEAVE | 7. WORKER'S COMP |
| 12. MILITARY LEAVE | 18. TRAGEDY LEAVE | 23. LTS-MILITARY LEAVE | 8. BEREAVEMENT |
| 13. SABBATICAL | 19. CHILD/PRNT/SPOUSE | 24. UNION BUSINESS | 9. JURY DUTY |
| 14. *VACATION | 2. EXCUSED | 25. FURLOUGH DAY | |

Before any features are available, you must register with the system and create a PIN. The Access ID and PIN are used for all interactions with the system.

REGISTRATION

1. Enter your **Access ID** followed by the star (*) key.
2. Enter your **Access ID** again when it asks for your PIN followed by the star (*) key.
3. Record your name followed by the star (*) key.
4. Hear your work schedule. If this information is incorrect, complete the registration and then contact your Help Desk to correct.
5. You will be asked to select a new PIN. Enter a PIN at least six (6) digits in length followed by the star (*) key.

TELEPHONE ACCESS INSTRUCTIONS

1. Enter your **Access ID** followed by the star (*) key
2. Enter your **PIN** followed by the star (*) key

MENU OPTIONS

- 1 – Create an Absence
- 2 – Review, Cancel Absence or Modify Special Instructions
- 3 – Review Work Locations and Job Descriptions
- 4 – Change PIN, Re-record Name
- 9 – Exit and hang-up

TO CREATE AN ABSENCE

1. Enter dates for the absence
PRESS 1 if the Absence is only for today
PRESS 2 if the Absence is only for tomorrow
PRESS 3 to Enter the dates and times for the absence
2. If you pressed 3 to Enter Dates and time
 Enter Start Date
PRESS 1 to Accept the date offered
PRESS 2 to Enter start date (MMDD)



**ANAHEIM UNION HIGH SCHOOL DISTRICT
SMARTFIND EXPRESS SUBSTITUTE SYSTEM**

EXHIBIT BB



Classified & Certificated Employee Quick Reference

TELEPHONE ACCESS INSTRUCTIONS

3. Enter the reason from above followed by the star (*) key or wait for a list of reasons

FOR CERTIFICATED EMPLOYEES:	FOR CLASSIFIED EMPLOYEES:
4. Record Special Instructions PRESS 1 to Record special instructions. Press the star (*) key when done PRESS 2 to Bypass this step	4. Complete Absence PRESS 1 to Receive the job number Record the Job Number. The Job Number is your confirmation.
5. Is a Substitute Required? PRESS 1 if a substitute is required PRESS 2 if a substitute is not required	
6. If you pressed 1 , a substitute is required	
7. If you pressed 1 , a substitute is required PRESS 1 to Request a particular substitute Enter the substitute access ID, followed by the star (*) key PRESS 1 to Accept requested substitute PRESS 1 if the Substitute should be called PRESS 2 if the Substitute has already agreed to work and does not need to be called PRESS 2 to Bypass requesting a substitute	
8. Complete Absence PRESS 1 to Receive the job number Record the Job Number. The Job Number is your confirmation.	

TO REVIEW/CANCEL ABSENCE OR MODIFY SPECIAL INSTRUCTIONS

Hear the job information

PRESS 1 to Hear absence information again

PRESS 2 to Modify special instructions

PRESS 3 to Cancel the absence

If you **pressed 3** to Cancel the job

PRESS 1 to Confirm the cancellation request

If a substitute is assigned to the absence

PRESS 1 for the System to call the assigned substitute

PRESS 2 to Not have the system call the substitute

Once you confirm a request to cancel the job, you **MUST** wait for the system to say "**Job Number has been cancelled.**"

TO CHANGE PIN or RE-RECORD NAME

PRESS 1 to Change your PIN

PRESS 2 to Change the recording of your name

**ANAHEIM UNION HIGH SCHOOL DISTRICT
EVALUATION WORKSHEET**

 Tier One **Tier Two** **PAR Referred**

This Evaluation Worksheet will be used to document the evaluation process. A copy will be attached to the Final Evaluation.

Timeline

Meeting	Date	Administrator Signature	Evaluatee Signature
Preliminary Evaluation Conference – (Prior to the end of the 17th workday)			
Scheduled Observation: (By mutual agreement)			
Pre-Observation Conference (5 days prior to observation) <input type="checkbox"/> Reflective Questions provided			
Formal Observation: <input type="checkbox"/> Lesson overview provided <input type="checkbox"/> Seating chart provided <input type="checkbox"/> Handout(s)/texts(s)			
Post-Observation Conference (within 10 days of observation)			
Additional Observations (If required or if completed)			
Scheduled Observation: (By mutual agreement)			
Pre-Observation Conference (5 days prior to observation) <input type="checkbox"/> Reflective Questions provided			
Formal Observation: <input type="checkbox"/> Lesson overview provided <input type="checkbox"/> Seating chart provided <input type="checkbox"/> Handout(s)/texts(s)			
Post-Observation Conference (within 10 days of observation)			
Final Evaluation			
Final Evaluation: (Completed between beginning of 4 th quarter and no later than 30 days prior end of school year)			

TEACHER EVALUATION PRELIMINARY CONFERENCE

Mission Statement. The District and the Association agree that an effective evaluation system recognizes the complexities involved in teaching and student learning, while focusing on continuous improvement of teaching practice. Administrators and teachers must work together to build a collaborative and trusting environment to achieve that goal. While formal evaluation occurs every two to five years, it should not be considered an isolated event without connection to continuous teacher growth and reflection.

Please mark the evaluation process which will be taking place during this school year.

TIER ONE TEACHER EVALUATION

A Tier One Teacher is a unit member who has between one and ten years of service in the Anaheim Union High School District. Tier One evaluations are done through the formal observation process. The frequency of evaluation shall take place as follows: (1) Temporary and probationary teachers must be evaluated annually; and (2) Tier One unit members with permanent status shall be evaluated every other year.

TIER TWO TEACHER EVALUATION

A Tier Two Teacher is a tenured teacher who has ten years teaching experience in the Anaheim Union High School District, meets federal compliance requirements, and has received satisfactory evaluations for a minimum of the last two evaluations. Tier Two Teachers are evaluated every five years. A Tier Two teacher may select to be evaluated using the Project and Reflective Essay or the Tier One Evaluation Process (formal observation).

Option 1: Project and Reflective Essay

The project shall be mutually agreed upon by evaluatee and evaluator and shall be aligned with the CSTP Goals and Objectives. The requirements of the Project and Reflective Essay are outlined in the Appendix E.

Option 2: Tier One Evaluation Process

The evaluation shall include the CSTP goals and objectives. Both parties have discussed the meaning and scope of these goals and objectives at the Preliminary Evaluation Conference.

PAR REFERRED TEACHER EVALUATION

An Improving Teacher is a teacher who has received an unsatisfactory evaluation in the previous year based on the Tier One formal observation evaluation process.

RECEIPT AND UNDERSTANDING OF EVALUATION PROCEDURES

I had my Preliminary Evaluation Conference in which I selected my evaluation option and have discussed the CSTP goals and objectives with the administrator conducting the evaluation. I have a clear understand of the evaluation process and the criteria on which I will be evaluated.

Date	Name of Evaluatee	Evaluatee's Signature
Date	Name of Evaluator	Evaluator's Signature

TEACHER EVALUATION PRELIMINARY CONFERENCE

The California Standards for the Teaching Profession (CSTP) Goals and Objectives descriptions is a comprehensive and exhaustive list which will be utilized in the evaluation process. The 5Cs (collaboration, communication, creativity, critical thinking, and compassion/character) are embedded in the CSTPs.

1. Engaging and Supporting Students in Learning

Teachers learn about their students' interests in order to better engage them in the learning process. They connect subject matter to students' prior knowledge, backgrounds, and life experiences, as well as meaningful, real-life situations. Teachers will use a variety of instructional strategies, resources and technologies to meet the diverse learning needs of students. In addition, teachers will promote critical-thinking skills through the use of inquiry, problem-solving, reflection, and utilize frequent formative assessments to guide their instruction.

2. Creating and Maintaining Effective Environments for Student Learning

Teachers promote social development and responsibility within a caring community where students are treated fairly and respectfully. They create physical or virtual learning environments that promote student learning, reflect diversity, and encourage constructive and productive interactions among students. They establish and maintain learning environments that are physically, intellectually, and emotionally safe. Teachers create a rigorous learning environment with high expectations and appropriate support for students. Teachers develop, communicate, and maintain high standards for individual and group behavior. They employ classroom routines, procedures, norms, and supports for positive behavior to foster a climate in which students can learn. In addition, teachers use instructional time to optimize learning.

3. Understanding and Organizing Subject Matter for Student Learning

Teachers exhibit an in-depth working knowledge of their subject matter, academic content standards, and curriculum frameworks. They apply knowledge of student development and proficiencies to assist students in the understanding of content. They organize curriculum to facilitate students' understanding of the subject matter. Teachers utilize instructional strategies that are appropriate to the subject matter. They use and adapt resources, technologies, and standards-aligned instructional materials, including adopted materials, to make subject matter accessible to students. They address the needs of English learners and students with special needs to provide universal access to the content.

4. Planning Instruction and Designing Learning Experiences for Students

Teachers use knowledge of students' academic readiness, language proficiency, cultural background, and individual development to plan instruction. They establish and articulate goals for student learning. They develop and sequence long-term and short-term instructional plans to support student learning. Teachers plan instruction that incorporates appropriate strategies to meet the diverse learning needs of students. They modify and adapt instructional plans to meet the assessed learning needs of students.

TEACHER EVALUATION PRELIMINARY CONFERENCE

5. Assessing Students for Learning

Teachers apply knowledge of the purpose, characteristics, and use of different forms of assessment. They collect and analyze assessment data from a variety of sources and use that data to inform instruction. They review data, both individually and with colleagues to monitor student learning. Teachers use assessment data to establish learning goals and to plan, differentiate, and modify instruction. They involve students in self-assessment, goal setting, and monitoring their learning progress. Teachers use available technologies to assist in assessment, analysis, and communication of student learning. They use assessment information to share timely and comprehensible feedback with students and their families.

6. Developing as a Professional Educator

Teachers reflect on their teaching practice to support student learning. They establish professional goals and engage in continuous and purposeful professional growth and development. They collaborate with colleagues and engage in the broader professional community to support teacher and student learning. Teachers learn about and work with families to support student learning. They engage local communities in support of the instructional program. They manage professional responsibilities to maintain motivation and commitment to students. Teachers demonstrate professional responsibility, integrity, and ethical conduct.

The District and the Association agree that the evaluator may not observe all (or even a majority of) the descriptors of the six goals and objectives listed above in an observation session.

Tier One Tier Two PAR Referred**REFLECTIVE QUESTIONS FOR POST-OBSERVATION CONFERENCE**

(to be distributed prior to the formal observation)

The District and the Association agree that an effective evaluation system recognizes the complexities involved in teaching and student learning, while focusing on continuous improvement of teaching practice. Administrators and teachers must work together to build a collaborative and trusting environment to achieve that goal. While formal evaluation occurs every two to five years, it should not be considered an isolated event without connection to continuous teacher growth and reflection.

The Evaluatee shall supply the Evaluator with the following information for the observation period:

- lesson overview (including planned activities and outcomes)
- seating chart
- copies of any handouts/texts that will be utilized during the lesson

Reflective Questions for Guided Conversation:

Please reflect upon the following questions. The evaluator and evaluatee may discuss some or all of the following questions at the post-observation conference:

How do I engage students in learning?

How do I create a learning environment that is conducive to learning?

How do I analyze my teaching to understand what contributes to student learning?

How am I sure that my students have mastered the learning objective for the lesson?

How do I assess student learning?

What intervention strategies do I use with struggling students?

What activities contribute to my professional growth?

INFORMAL OBSERVATION FORM

Tier One

Tier Two

PAR Referred

This form shall be used by the evaluator upon completion of any formal observation. The contents of this form shall be shared by the evaluator with the teacher and be attached the final evaluation. The District and the Association recognize that during observation(s) the evaluator may not observe all (or even a majority of) the CSTP descriptors identified in Article 12.3.

Evaluatee: _____

School or Work Location: _____

Assignment: _____

Evaluator: _____

Date of Observation: _____

Time in _____ Time out _____

SUMMARY OF LESSON

[Empty rectangular box for Summary of Lesson]

CSTP EVIDENCE

[Empty rectangular box for CSTP Evidence]

OBSERVED SUCCESS(ES)/STRENGTH(S):

[Empty rectangular box for Observed Success/Strengths]

AREA(S) FOR PROFESSIONAL GROWTH (include resources if applicable):

[Empty rectangular box for Area(s) for Professional Growth]

AREA(S) OF UNSATISFACTORY PERFORMANCE THAT MUST BE ADDRESSED:

[Empty rectangular box for Area(s) of Unsatisfactory Performance]

PROFESSIONAL RESOURCES TO ADDRESS AREA(S) OF UNSATISFACTORY PERFORMANCE:

[Empty rectangular box for Professional Resources]

INFORMAL OBSERVATION FORM

 Tier One Tier Two PAR Referred**EVALUATEE'S PERFORMANCE TO DATE IS:**

_____ MEETING STANDARDS
 _____ APPROACHING STANDARDS
 _____ UNSATISFACTORY

Evaluatee's signature indicates acknowledgment of receipt of observation form and does not necessarily indicate agreement.

Evaluatee's Signature_____
Date_____
Evaluator's Signature_____
Date

Please be advised that this document and its attachments will be placed in your personnel file.

For Rebuttal Only:

Rebuttal Attached Yes No

A rebuttal must be submitted within 5 days of receipt of observation/final evaluation report.

Evaluatee's Signature_____
Date_____
Evaluator's Signature_____
Date

If a rebuttal is submitted by the evaluatee, a follow-up conference must take place within 5 days of the evaluator's receipt of rebuttal.

Date of Follow-Up Conference: _____

Attachments:

--

INFORMAL OBSERVATION FORM

 Tier One Tier Two PAR Referred

This form shall be used by the evaluator upon completion of any formal observation. The contents of this form shall be shared by the evaluator with the teacher and be attached the final evaluation. The District and the Association recognize that during observation(s) (formal or informal) the evaluator may not observe all (or even a majority of) the CSTP descriptors identified in Article 12.3.

Evaluatee: _____ School or Work Location: _____

Assignment: _____ Evaluator: _____

Date of Observation: _____ Period: _____

For Formal Observations teachers will supply the evaluator with the following information to be included as attachments to this document:

- lesson overview (including planned activities and outcomes)
- seating chart
- copies of any handouts/texts that will be utilized during the lesson

SUMMARY OF LESSON:

1. Engaging and Supporting Students in Learning

- 1.1 Using knowledge of students to engage them in learning
- 1.2 Connecting learning to students' prior knowledge, backgrounds, life experiences, and interests.
- 1.3 Connecting subject matter to meaningful, real-life contexts
- 1.4 Using a variety of instructional strategies, resources and technologies to meet students' diverse learning needs
- 1.5 Promoting critical thinking through inquiry, problem solving, and reflection
- 1.6 Monitoring student learning and adjusting instruction while teaching

2. Creating and Maintaining Effective Environments for Student Learning

- 2.1 Promoting social development and responsibility within a caring community where each student is treated fairly and respectfully
- 2.2 Creating physical or virtual learning environments that promote student learning, reflect diversity, and encourage constructive and productive interactions among students
- 2.3 Establishing and maintaining learning environments that are physically, intellectually, and emotionally safe
- 2.4 Creating a rigorous learning environment with high expectations and appropriate support for all students
- 2.5 Developing, communicating, and maintaining high standards for individual and group behavior
- 2.6 Employing classroom routines, procedures, norms, and supports for positive behavior to ensure a climate in which all students can learn
- 2.7 Using instructional time to optimize learning

INFORMAL OBSERVATION FORM

 Tier One Tier Two PAR Referred3. Understanding and Organizing Subject Matter for Student Learning

- 3.1 Demonstrating knowledge of subject matter, academic content standards, and curriculum frameworks
- 3.2 Applying knowledge of student development and proficiencies to ensure student understanding of subject matter
- 3.3 Organizing curriculum to facilitate student understanding of the subject matter
- 3.4 Utilizing instructional strategies that are appropriate to the subject matter
- 3.5 Using and adapting resources, technologies, and standards-aligned instructional materials, including adopted materials, to make subject matter accessible to all students
- 3.6 Addressing the needs of English learners and students with special needs to provide equitable access to the content

4. Planning Instruction and Designing Learning Experiences for Students

- 4.1 Using knowledge of students' academic readiness, language proficiency, cultural background, and individual development to plan instruction
- 4.2 Establishing and articulating goals for student learning
- 4.3 Developing and sequencing long-term and short-term instructional plans to support student learning
- 4.4 Planning instruction that incorporates appropriate strategies to meet the learning needs of all students
- 4.5 Adapting instructional plans and curricular materials to meet the assessed learning needs of all students

5. Assessing Students for Learning

- 5.1 Applying knowledge of the purposes, characteristics, and uses of different types of assessments
- 5.2 Collecting and analyzing assessment data from a variety of sources to inform instruction
- 5.3 Reviewing data, both individually and with colleagues, to monitor student learning
- 5.4 Using assessment data to establish learning goals and to plan, differentiate, and modify instruction
- 5.5 Involving all students in self-assessment, goal setting, and monitoring progress
- 5.6 Using available technologies to assist in assessment, analysis, and communication of student learning
- 5.7 Using assessment information to share timely and comprehensible feedback with students and their families

6. Developing as a Professional Educator

- 6.1 Reflecting on teaching practice in support of student learning
- 6.2 Establishing professional goals and engaging in continuous and purposeful professional growth and development
- 6.3 Collaborating with colleagues and the broader professional community to support teacher and student learning
- 6.4 Working with families to support student learning
- 6.5 Engaging local communities in support of the instructional program
- 6.6 Managing professional responsibilities to maintain motivation and commitment to all students
- 6.7 Demonstrating professional responsibility, integrity, and ethical conduct

FORMAL OBSERVATION FORM

Tier One

Tier Two

PAR Referred

OBSERVED SUCCESS(ES)/STRENGTH(S):

AREA(S) FOR PROFESSIONAL GROWTH (include resources if applicable):

AREA(S) OF UNSATISFACTORY PERFORMANCE THAT MUST BE ADDRESSED:

PROFESSIONAL RESOURCES TO ADDRESS AREA(S) OF UNSATISFACTORY PERFORMANCE:

EVALUATEE'S PERFORMANCE TO DATE IS:

- _____ MEETING STANDARDS
 _____ APPROACHING STANDARDS
 _____ UNSATISFACTORY

Evaluatee's signature indicates acknowledgment of receipt of observation form and does not necessarily indicate agreement.

 Evaluatee's Signature Date Evaluator's Signature Date

Please be advised that this document and its attachments will be placed in your personnel file.

For Rebuttal Only:

Rebuttal Attached Yes No

A rebuttal must be submitted within 5 days of receipt of observation/final evaluation report.

 Evaluatee's Signature Date Evaluator's Signature Date

If a rebuttal is submitted by the evaluatee, a follow-up conference must take place within 5 days of the evaluator's receipt of rebuttal.

Date of Follow-Up Conference: _____

Attachments:

Lesson Overview
 Seating Chart
 Handouts

FORMAL EVALUATION SUMMARY

Tier One

Tier Two

PAR Referred

Mission Statement. The District and the Association agree that an effective evaluation system recognizes the complexities involved in teaching and student learning, while focusing on continuous improvement of teaching practice. Administrators and teachers must work together to build a collaborative and trusting environment to achieve that goal. While formal evaluation occurs every two to five years, it should not be considered an isolated event without connection to continuous teacher growth and reflection.

This form shall be used by the evaluator upon completion of the formal observation process. The contents of this form shall be shared by the evaluator with the teacher.

Evaluatee: _____ School or Work Location: _____

Assignment: _____ Evaluator: _____

Date of Final Evaluation Meeting: _____

FORMAL EVALUATION SUMMARY

THIS FINAL FORMAL EVALUATION:

- _____ MEETING STANDARDS
- _____ APPROACHING STANDARDS (Teacher will be evaluated the following school year)
- _____ UNSATISFACTORY (Teacher referred to PAR and Remediation Plan Required)

Evaluatee's signature indicates acknowledgment of receipt of observation form and does not necessarily indicate agreement.

Evaluatee's Signature	Date	Evaluator's Signature	Date

Please be advised that this document and its attachments will be placed in your personnel file.

FORMAL EVALUATION SUMMARY

Tier One

Tier Two

PAR Referred

For Rebuttal Only:

Rebuttal Attached Yes No

A rebuttal must be submitted within 5 days of receipt of observation/final evaluation report.

Evaluatee's Signature

Date

Evaluator's Signature

Date

If a rebuttal is submitted by the evaluatee, a follow-up conference must take place within 5 days of the evaluator's receipt of rebuttal.

Date of Follow-Up Conference: _____

Attachments:

- | |
|--|
| <input type="checkbox"/> Evaluation Worksheet
<input type="checkbox"/> Preliminary Conference Form
<input type="checkbox"/> Formal and Informal Observations
<input type="checkbox"/> Other Documents |
|--|

MEMORANDUM OF UNDERSTANDING
BETWEEN
ANAHEIM UNION HIGH SCHOOL DISTRICT (AUHSD)
AND
ANAHEIM SECONDARY TEACHERS ASSOCIATION (ASTA)

WORKDAY START TIME

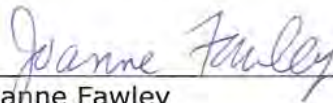
The Anaheim Secondary Teachers Association (Association) and the Anaheim Union High School District (District) agree that when a site modifies the students' normal instructional day to an earlier start time with the purpose of using the accrued minutes to provide for staff development time, that bargaining unit members' work day start time will remain at the time that existed prior to the change in the students' start day.

For example, if the old bell schedule had the students starting at 8:00am, the teachers' workday began at 7:30am. If the new bell schedule has the students starting at 7:50am, then the teachers' workday still begins at 7:30am.

This agreement is dated: June 23, 2011



Russell Lee-Sung
Assistant Superintendent
Human Resources



Joanne Fawley
President
ASTA

MEMORANDUM OF UNDERSTANDING
BETWEEN
ANAHEIM UNION HIGH SCHOOL DISTRICT (AUHSD)
AND
ANAHEIM SECONDARY TEACHERS ASSOCIATION (ASTA)
INDEPENDENT LEARNING CENTER

The Anaheim Secondary Teachers Association (Association) and the Anaheim Union High School District (District) agree that the Independent Learning Center’s program has unique staff needs. Therefore, the Independent Learning Center will be staffed through a process rather than a transfer.

The workday at the Independent Learning Center may consist of flexible hours into the early evening. Nights and weekends are excluded from the workday hours for bargaining unit members assigned to the independent Learning Center. The overall workday hours in a typical week will approximate those commonly found at the other sites.

If bargaining unit members are assigned to work in the summer, they will receive their per diem pay and benefits for the additional work year hours.

If a bargaining unit member at the Independent Learning Center is working without a conference period, section 14.8 of the contract applies.

Section 10.6 regarding the lunch period applies to bargaining unit members at the Independent Learning Center.

This agreement is dated: March 24, 2011



Russell Lee-Sung
Assistant Superintendent
Human Resources



Joanne Fawley
President
ASTA

GRIEVANCE FORM

ANAHEIM UNION HIGH SCHOOL DISTRICT – ASTA Bargaining Unit

Date:

Grievant(s):

School/Office:

(If additional space is needed at any point, please attach additional sheets.)

Specify contract article and section allegedly misinterpreted or improperly applied:

Statement of nature of grievance and summary of specific events which led up to the grievance:

Remedy requested:

Date _____ Grievant's Signature _____

Pre-Discussion (if any) Date: _____

STEP 1 PRINCIPAL/SUPERVISOR Date of Step 1: _____

___ Grievance Sustained ___ Grievance Conditionally Sustained ___ Grievance Denied ___ Grievance Denied in part

STEP 2 SUBMISSION TO ADMINISTRATIVE REPRESENTATIVE of the BOARD

(within 20 days from the date of the occurrence or when reasonably known)

Date of submission _____ Grievant's Signature _____

Date of Step 2 hearing _____ (within five days after the filing of the grievance)

___ Grievance Sustained ___ Grievance Conditionally Sustained ___ Grievance Denied ___ Grievance Denied in part

Date _____ (within five days after the Step 2 hearing)

Administrative Representative of the Board Signature _____

GRIEVANCE FORM

ANAHEIM UNION HIGH SCHOOL DISTRICT – ASTA Bargaining Unit

STEP 3 APPEAL TO THE SUPERINTENDENT

(within five days after the termination of Step 2)

Date of submission _____ Grievant's Signature _____

Statement of Reason for Appeal:

Date of Step 3 hearing _____ (within ten days after the receipt of the appeal)

____ Grievance Sustained ____ Grievance Conditionally Sustained ____ Grievance Denied ____ Grievance Denied in part

Date _____ (within five days after the Step 3 hearing)

Superintendent's Signature _____

Appeal to ARBITRATION

Date _____ Grievant's Signature _____

ARBITRATION

Date of submission to Arbitration _____ Date of hearing _____

____ Grievance Sustained ____ Grievance Conditionally Sustained ____ Grievance Denied ____ Grievance Denied in part

FINAL DISTRIBUTION: Copies to: Superintendent, Grievant, Respondent, ASTA
Revised 2-2012

MEMORANDUM OF UNDERSTANDING

BETWEEN

ANAHEIM UNION HIGH SCHOOL DISTRICT (AUHSD)

AND

ANAHEIM SECONDARY TEACHERS ASSOCIATION (ASTA)

INSTRUCTIONAL PERIODS AT TRADITIONAL AND SPECIALIZED SITES/PROGRAMS

The Anaheim Secondary Teachers Association (ASTA) and the Anaheim Union High School District (AUHSD) agree there are currently specialized programs and school sites that serve unique student needs such as Polaris (Independent Studies), Gilbert High School (Continuation), Hope School, Oxford Academy, Community Day School and the Independent Learning Center. It is also agreed there may be other innovative specialized programs that will serve students in the future. It is recognized that unique structures and schedules may be developed to accommodate the needs of these programs and may be different than traditional comprehensive high schools and junior high schools.

Therefore it is agreed and clarified that:

Traditional comprehensive high schools have a six (6) instructional period structure. Teachers in this setting are assigned to teach five (5) instructional periods with one (1) conference period.

- Traditional comprehensive junior high schools have a seven (7) instructional period structure. Teachers in this setting are assigned to teach six (6) instructional periods with one (1) conference period.
- Structures that increase or reduce the number of instructional periods at traditional comprehensive high schools and junior high schools will require an ASTA waiver or a negotiated agreement through contract language or MOU.
- Advisory, SSR, cluster or other non-instructional periods are not counted as instructional periods listed above.

It is further agreed that:

- Non-traditional/non-comprehensive schools that meet the specialized needs of students may have a structure with more or less instructional periods compared to the traditional comprehensive structure listed above.
- These non-traditional structures at non-traditional sites are not a violation of the contract and therefore do not require an ASTA waiver vote as long as other provisions of the contract are followed.
- If a staff member is involuntarily transferred to or currently works at a specialized site with a non-traditional structure prefers to be assigned to a comprehensive school site, he/she may request a transfer. Requests are subject to availability and must be compliant with proper credential authorization.

It is also agreed that:

- All other provisions of the ASTA/AUHSD contract apply to unit members at both the traditional comprehensive and specialized sites and programs unless otherwise specified in the contract.
- Article 14.8 applies only to unit members who teach an additional instructional period in lieu of their assigned conference period.
- If it becomes necessary to waive contract language the following must occur prior to an ASTA vote is held:
 - The Assistant Superintendent of Human Resources and ASTA President will agree in writing the exact contract language to be waived. This information will be shared with the unit members at the site and included on the voting ballot.
 - The District representative and ASTA representative will attend an informational meeting at the school site to clarify and discuss the potential impact of the contract language waiver.

This MOU agreement is effective June 12, 2013 and resolves any present or past dispute.



Russell Lee-Sung
Assistant Superintendent
Human Resources



Joanne Fawley
President
ASTA

MEMORANDUM OF UNDERSTANDING

Between the
Anaheim Union High School District (AUHSD)
and the
Anaheim Secondary Teachers Association (ASTA)

2014 Health and Welfare

The Anaheim Union High School District (AUHSD) and Anaheim Secondary Teacher's Association (ASTA) agree to the following regarding health and welfare:

Article 15.1.1 – Medical Insurance

Beginning with the 2014 calendar year the District's contribution to the blended super composite rate shall be increased from \$13,189 to \$13,493.

There shall be no change to the medical plans for the PPO and HMO except those changes that are mandated by the Federal Affordable Care Act which take effect on or after January 1, 2014.

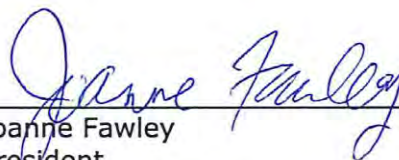
This agreement has no effect on any other portion of the District's benefit plan.

If an agreement is reached with any other collective bargaining group on health and welfare that contains a greater benefit than the current plan or a higher maximum district contribution, the District or ASTA may request to re-open negotiations on health and welfare for 2014.

This agreement is dated: November 7, 2013



Russell Lee-Sung
Assistant Superintendent
Human Resources



Joanne Fawley
President
Anaheim Secondary Teacher's Association

MEMORANDUM OF UNDERSTANDING

BETWEEN

ANAHEIM UNION HIGH SCHOOL DISTRICT (AUHSD)

AND

ANAHEIM SECONDARY TEACHERS ASSOCIATION (ASTA)

EARLY RETIREMENT INCENTIVE

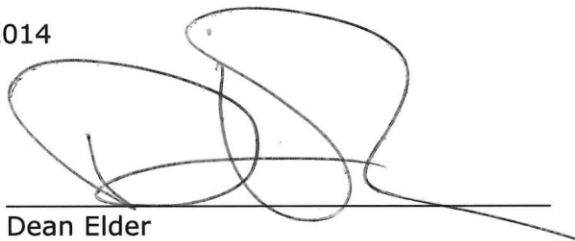
The Anaheim Secondary Teachers Association (Association) and the Anaheim Union High School District (District) agree that the District will offer an Early Retirement Incentive during the 2014-15 school year.

It is understood that this offer is contingent upon a sufficient number of bargaining unit members retiring to make the implementation financially feasible for the District.

This agreement is dated: September 16, 2014



Russell Lee-Sung
Assistant Superintendent
Human Resources



Dean Elder
President
ASTA

MEMORANDUM OF UNDERSTANDING

Between the

Anaheim Union High School District (AUHSD)

and the

Anaheim Secondary Teachers Association (ASTA)

Health and Welfare Program Change for 2015

The Anaheim Union High School District (AUHSD) and Anaheim Secondary Teacher’s Association (ASTA) agree to the following changes in health and welfare that were recommended by the Insurance Committee on October 14, 2014. The change is effective on January 1, 2015:

PPO

- Change the family deductible from \$825 to \$1,100.
- Require prior authorization for compound drugs and H.P. Acthar Gel, and add retrospective drug utilization.
- Change the mental health & substance abuse provider from MHN to Holman.

HMO


- Change the Out-of-Pocket Maximum from \$1,000 Single/\$2,000 2-Party/\$3,000 Family to \$2,000 Single/\$4,000 Family.

The negotiated maximum District contribution to the blended super composite rate for 2015 is \$14,101 (Board approved on October 16, 2014).

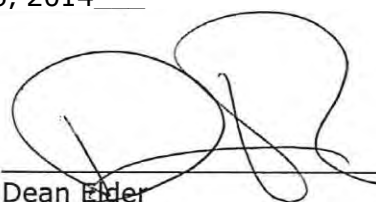
This MOU has no effect on any other portion of the District’s benefit plan.

If an agreement is reached with any other collective bargaining group on health and welfare that contains a greater benefit than the current plan or a higher maximum district contribution, the District or ASTA may request, and the other party will agree, to re-open negotiations on health and welfare for 2015.

This MOU is dated: November 6, 2014



 Russell Lee-Sung
 Assistant Superintendent
 Human Resources



 Dean Elder
 President
 Anaheim Secondary Teacher’s Association

MEMORANDUM OF UNDERSTANDING**Between the****Anaheim Union High School District (AUHSD)****and the****Anaheim Secondary Teachers Association (ASTA)****Health and Welfare Plan Changes for 2016 Plan Year**

The Anaheim Union High School District (AUHSD) and Anaheim Secondary Teachers Association (ASTA) agree to the following changes in health and welfare that were recommended by the Insurance Committee on October 6, 2015. The changes are effective on January 1, 2016:

PPO

- Co-pay for non-preferred formulary prescription drugs will change from \$40 to \$50.
- Prior Authorization (PA) shall be required for certain non-preferred prescription drugs effective January 1, 2016, for new users under the Express Scripts Advantage PA and Limited PA programs. Current users of these drugs (prior to January 1, 2016) shall not be subject to the PA program.

HMO

- Co-pay for non-preferred formulary prescription drugs will change from \$40 to \$50.

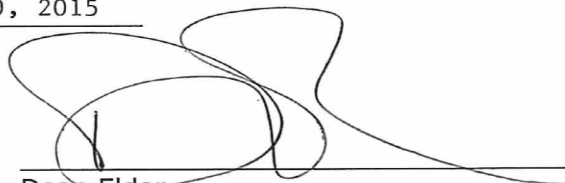
This MOU has no effect on any other portion of the District's benefit plan. There shall be no other changes to the District's health and welfare plans.

If an agreement is reached with any other collective bargaining group on health and welfare that contains a greater benefit than the current plan or a higher maximum District contribution, the District or ASTA may request, and the other party shall agree, to re-open negotiations on health and welfare for 2016.

This MOU is dated: December 10, 2015



Brad Jackson
Interim Assistant Superintendent
Human Resources



Dean Elder
President
Anaheim Secondary Teacher's Association

MEMORANDUM OF UNDERSTANDING

BETWEEN

ANAHEIM UNION HIGH SCHOOL DISTRICT (AUHSD)

AND

ANAHEIM SECONDARY TEACHERS ASSOCIATION (ASTA)

Peer Assistance & Review – Article 22

The Anaheim Secondary Teachers Association (Association) and the Anaheim Union High School District (District) agree to form a joint work group to recommend:

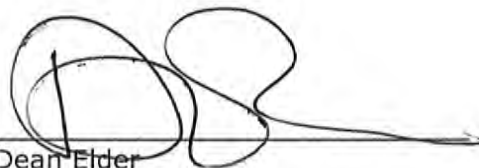
- Updated procedures and practices to support teachers participating in the PAR process.
- Contract language that reflect the procedures and practices to be followed regarding the PAR process.

The joint work group shall also serve to provide input regarding the implementation of such practices. This work group shall be formed prior to October 1, 2017, and report its recommendations no later than June 1, 2018. The Assistant Superintendent of Human Resources and the Association President shall meet to determine the size and composition of the work group, to which the parties shall appoint their respective representatives. Release time or the certificated hourly rate of pay shall be provided to Association representatives in recognition of service provided on work group meeting days. The recommendations from this work group shall become the starting point for negotiations on the issue during the next round of collective bargaining.

This agreement is dated: June 15, 2017



Brad Jackson
Assistant Superintendent
Human Resources



Dean Elder
President
ASTA

APPENDIX N

MEMORANDUM OF UNDERSTANDING
BETWEEN
ANAHEIM UNION HIGH SCHOOL DISTRICT (AUHSD)
AND
ANAHEIM SECONDARY TEACHERS ASSOCIATION (ASTA)

Student Discipline – Article 13.6

The Anaheim Secondary Teachers Association (Association) and the Anaheim Union High School District (District) agree to form a joint work group to recommend:

- Support systems that assist teachers in learning and effectively implementing Multiple Tiered Systems of Support (MTSS), Positive Behavioral Intervention Systems (PIS) and Restorative Practices.
- Contract language that incorporates MTSS, PBIS and Restorative Practices.

The joint work group shall also serve to provide input regarding the implementation of such practices and support systems. This work group shall be formed prior to October 1, 2017, and report its recommendations no later than June 1, 2018. The Assistant Superintendent of Human Resources and the Association President shall meet to determine the size and composition of the work group, to which the parties shall appoint their respective representatives. Release time or the certificated hourly rate of pay shall be provided to Association representatives in recognition of service provided on work group meeting days. The recommendations from this work group shall become the starting point for negotiations on the issue during the next round of collective bargaining.

This agreement is dated: June 15, 2017

Brad Jackson
Assistant Superintendent
Human Resources

Dean Elder
President
ASTA

MEMORANDUM OF UNDERSTANDING
BETWEEN
ANAHEIM UNION HIGH SCHOOL DISTRICT (AUHSD)
AND
ANAHEIM SECONDARY TEACHERS ASSOCIATION (ASTA)

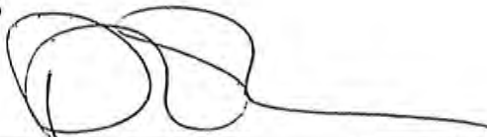
Department Supplies

The Anaheim Secondary Teachers Association (Association) and the Anaheim Union High School District (District) agree for the 2015-2016 school year only, each department designated by the Departments indicated in Article 14.2.3 shall receive \$500 per year for supplies related to classroom teaching.

This agreement is dated: January 11, 2016



Brad Jackson
Assistant Superintendent
Human Resources



Dean Elder
President
ASTA

MEMORANDUM OF UNDERSTANDING
BETWEEN
ANAHEIM UNION HIGH SCHOOL DISTRICT (AUHSD)
AND
ANAHEIM SECONDARY TEACHERS ASSOCIATION (ASTA)

Special Education Taskforce for Caseload Management

The Anaheim Secondary Teachers Association (Association) and the Anaheim Union High School District (District) agree that properly managing special education teacher caseloads presents unique challenges. The parties agree to form a joint work group to assess the District's current models of service delivery in inclusive settings and to make any recommended changes to that model.

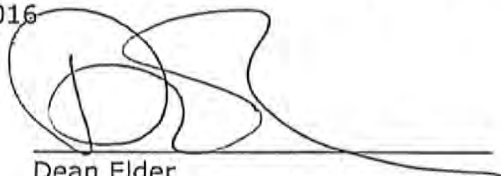
This work group shall be formed prior to February 1, 2016, and report its recommendations by no later than May 1, 2016. The Assistant Superintendent of Human Resources and the Association President shall meet to determine the size and composition of the work group, to which the parties shall appoint their respective representatives. The work group shall include representatives from the following positions: special and general education teachers, psychologists, speech and language pathologists, counselors, and program specialists. Release time or the certificated hourly rate of pay shall be provided to Association representatives in recognition of service provided on work group meeting days.

The recommendations from this work group shall become the starting point for negotiations on the issue during the next round of collective bargaining.

This agreement is dated: January 11, 2016



Brad Jackson
Assistant Superintendent
Human Resources



Dean Elder
President
ASTA

APPENDIX Q

**MEMORANDUM OF UNDERSTANDING
BETWEEN**

ANAHEIM UNION HIGH SCHOOL DISTRICT (AUHSD)

AND

ANAHEIM SECONDARY TEACHERS ASSOCIATION (ASTA)

Beginning Teachers Support and Assessment Program – Article 21

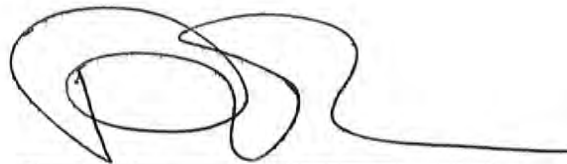
The Anaheim Secondary Teachers Association (Association) and the Anaheim Union High School District (District) agree to form a joint work group to review and recommend changes as the District moves from the Beginning Teachers Support and Assessment Program to the Induction Model.

The joint work group shall also serve to provide input regarding the implementation of such practices. This work group shall be formed prior to October 1, 2017, and report its recommendations no later than June 1, 2018. The Assistant Superintendent of Human Resources and the Association President shall meet to determine the size and composition of the work group, to which the parties shall appoint their respective representatives. Release time or the certificated hourly rate of pay shall be provided to Association representatives in recognition of service provided on work group meeting days. The recommendations from this work group shall become the starting point for negotiations on the issue during the next round of collective bargaining.

This agreement is dated: June 15, 2017



Brad Jackson
Assistant Superintendent
Human Resources



Dean Elder
President
ASTA

MEMORANDUM OF UNDERSTANDING
BETWEEN
ANAHEIM UNION HIGH SCHOOL DISTRICT (AUHSD)
AND
ANAHEIM SECONDARY TEACHERS ASSOCIATION (ASTA)

Article 8: Leaves

The Anaheim Secondary Teachers Association (Association) and the Anaheim Union High School District (District) agree to form a joint work group to for the following purposes:

- To review Article 8.20 Extended Illness Leave for compliance with recent legislative changes. Any findings or recommendations coming from the joint work group will be provided to the bargaining teams.
- To review Article 8.23 Catastrophic Leave, Board Policy 6602 and Education Code provisions for consistency. Any findings or recommendations coming from the joint work group will be provided to the bargaining teams.

This work group shall be formed prior to October 1, 2017, and provide any findings or recommendations no later than June 1, 2018. The Assistant Superintendent of Human Resources and the Association President shall meet to determine the size and composition of the work group, to which the parties shall appoint their respective representatives. Release time or the certificated hourly rate of pay shall be provided to Association representatives in recognition of service provided on work group meeting days. The recommendations from this work group shall become the starting point for negotiations on the issue during the next round of collective bargaining.

This agreement is dated: June 15, 2017

Brad Jackson
Assistant Superintendent
Human Resources

Dean Elder
President
ASTA

APPENDIX S

**MUTUAL AGREEMENT TO EXCEED
ARTICLE 11.9 AND 11.9.1
STUDENT LOAD MAXIMUMS**

ANAHEIM UNION HIGH SCHOOL DISTRICT – ASTA Bargaining Unit

This form is to be used for exceeding the maximum student load for bargaining unit members outlined in Article 11.9 and 11.9.1 only.

School:

Teacher:

Department:

Course(s):

Applicable Period of the Agreement (Not to exceed the current school year):

Rationale for Exceeding the Maximum

Student Load

Current Student Load _____ Date _____

Agreed to Student Load _____ Effective Date _____

Agreement Signatories

Date _____ Unit Member's Signature _____

Date _____ Administrator's Signature _____

FINAL DISTRIBUTION: Copies to: AUHSD Human Resources, ASTA, Unit Member, Site Principal,
10-2017

ASTA/AUHSD 2019-20 Tentative AgreementsARTICLE 10: HOURS OF EMPLOYMENT

10.6.4 After the first two class coverage periods, bargaining unit members shall be compensated one hour's pay for each **non-block schedule** class coverage, or portion thereof as follows: less than 15 minutes will be compensated as $\frac{1}{4}$ hour at the ~~h~~Hourly **Rate of** pay ~~rate~~, 15 minutes to half of the class period as $\frac{1}{2}$ hour at the ~~h~~Hourly **Rate of** pay ~~rate~~, and more than half the period as one hour at the ~~h~~Hourly ~~r~~Rate of pay.

Class coverage on a block schedule shall be compensated at 1.5 hours pay for each class coverage, or portion thereof as follows: less than one-half hour at $\frac{1}{2}$ hour at the Hourly Rate of pay, one-half hour to one hour of coverage at 1 hour at the Hourly Rate of pay, and over 1 hour at 1 $\frac{1}{2}$ hours at the Hourly Rate of pay.

10.12 Professional Attire

~~**In order to enhance a positive school culture, certificated staff is requested**~~ ~~to be professionally dressed while on duty. Therefore, t~~**in order to enhance a positive school culture, certificated staff should be professionally dressed while on duty and adhere** ~~to the following guidelines:~~

10.12.1 Certificated bargaining unit members may be advised by an administrator or supervisor not to wear T-shirts or shorts while on duty.

10.12.2 Authorized school T-shirts may be worn while on duty when designated by the administrator or supervisor.

10.12.3 Physical Education teachers or unit members assigned to teach in classrooms without air conditioning may be permitted to wear shorts while on duty.

10.12.4. Certificated bargaining unit members may wear jeans that are free of holes, tears, or other signs of wear.

The Association and District further agree to jointly monitor the implementation of these guidelines and investigate future modifications of the guidelines.

ASTA/AUHSD 2019-20 Tentative AgreementsARTICLE 11: CLASS SIZE

Edit first paragraph of 11.6 Printout, Complaints, and Monitoring:

At the beginning of the third week of the semester, each ~~teacher~~ **unit member** will receive a printout of class sizes in his/her department. The teacher may request a consultation with the principal to discuss alternatives to alleviate large class sizes.

Add to 11.9 Student Load:

Any homeroom, advisement, or similar additional time with students will be counted as part of the student load.

Add to 11.9.2 Special Education Table:

RSP	28 maximum
M/M	18 maximum
ED	12 maximum
LHS	16 adults, 16 high school, 12 junior high maximum
SH	13 adults, 12 high school, 12 junior high maximum
SH-Hope	12 caseload maximum
Autism	11 maximum
SLP	70 caseload maximum
Nurse	10,000 caseload maximum

ASTA/AUHSD 2019-20 Tentative Agreements

ARTICLE 12: EVALUATION PROCEDURES

12.6 Informal Observations [NEW]

Informal observations shall be utilized in the evaluation process for all evaluation options. In most instances, these observations shall be approximately (15) minutes in length. However, at the discretion of the evaluator, the timeframe may be extended. There shall be no more than two (2) informal observations prior to a formal observation. Within ten (10) school days of the observation, the Informal Observation shall be shared with the evaluatee. All comments on the report must be factual and objective. The time limits may be extended by mutual agreement of the evaluator and the evaluatee. A violation of any of the parameters set forth in this section shall not invalidate the inclusion of the Informal Observation as part of the evaluation process.

NOTE: This is a new article. Old 12.6 and all articles that follow within Article 12 will need to be renumbered:

12.67 Scheduling of the Formal Observation and Pre-Observation Conference

The evaluator and the evaluatee will schedule the pre-observation conference and the [first] observation date and time at least 10 days prior to the observation. By mutual agreement, the scheduling may be done less than 10 days prior to the observation.

Additional observations will be scheduled at least 5 days in advance or less by mutual agreement. A pre-observation conference is not required for additional observations during the school year.

12.78 Pre-Observation Conference for the Formal Observation

A pre-observation conference shall be held between the evaluator and the evaluatee no less than five days (or less than five days by mutual agreement) before the first scheduled observation. The purpose of this meeting is to discuss and review the evaluation process for the initial scheduled observation period. The reflection/discussion questions (described infra) for the post-observation conference will be distributed to the evaluatee at this time. A discussion for clarification of the reflection questions may take place.

12.89 Formal Observations and Post Observation Conference

The unit member to be evaluated shall be observed for one period per observation in accordance with the evaluation calendar. Within ten (10) school days of the observation, the Observation Form shall be completed and a follow-up conference with the evaluatee shall be conducted to discuss the report. All comments on the report must be factual and objective. The time limits may be extended by mutual agreement of the evaluator and evaluatee.

ASTA/AUHSD 2019-20 Tentative Agreements

12.910 Project and Reflective Essay

A Tier Two teacher may select to be evaluated using the Project and Reflective Essay option in lieu of using the formal observation process. The project shall be mutually agreed upon by evaluatee and evaluator and shall be aligned with the (CSTP) Goals and Objectives. Examples of such projects may include, but are not limited to, one of the following: (1) leading or participating in a professional development activity; (2) mentor/collaborate with another teacher; (3) an educational research paper/book report on an educational topic; (4) a study or project using data from the evaluatee's class(es); (5) a project within a staff leadership position that has relevance to the educational goals of the school; or (6) a case study focusing on the evaluatee's students.

The evaluatee will also submit a reflective, self-assessment essay that includes an explanation of how the project could be applied in the classroom. This essay should also contain a reflection on strengths and areas of growth as related to the teacher's own practice and shall be aligned to the (CSTP) Goals and Objectives.

Informal observations shall be utilized in the Project and Reflective Essay option.

12.4011 Evaluation Forms

All evaluation/observation forms are appended to this agreement. The administration at individual school sites shall not create any additional forms or handouts or require other supplementary materials to be completed by the evaluatee. The evaluatee has the right to attach a rebuttal reflecting their objection(s) to any aspect of any observation report or final evaluation. Such rebuttals shall be submitted within five (5) working days after the evaluatee has received the observation report or final evaluation. Each rebuttal becomes part of the form to which it is attached.

12.412 Evaluation Calendar

12.412.1 Formal Observation Calendar

All deadlines contained in the Evaluation Calendar shall be strictly adhered to by the evaluator and evaluatee and cannot to be altered or extended with the exception of what is noted in sections 12.6, 12.7 and 12.8.

Prior to the End of the 17th workday according to the Student/Teacher Calendar a Preliminary Evaluation Conference(s) shall be held wherein the evaluation system, processes, and forms (including the reflective questions and the Evaluation Worksheets) shall be explained to the unit members scheduled to be evaluated.

Observation is Scheduled (at least ten days prior to the selected date or less by mutual agreement). Observation shall not be rescheduled except in cases of unplanned, unforeseen, or unscheduled events or circumstances. In the event of a cancellation, the observation shall be rescheduled following the procedures above.

ASTA/AUHSD 2019-20 Tentative Agreements

At Least Ten Work Days (or less by mutual agreement) Before the Classroom Observation -- The Pre-Observation Conference and observation date and time will be scheduled by mutual agreement of the evaluator and evaluatee. The reflective questions referenced in 12.7 and contained in Appendix E-6 will be presented at this time.

Post-Observation Conference shall occur within ten days of the observation to discuss the completed Observation Form.

Prior to the end of the first quarter, at least one formal observation shall be completed for all probationary unit members.

Prior to the end of the third quarter, at least one formal observation shall be completed for all permanent unit members. At least two formal observations shall be completed for all probationary employees.

Prior to the end of the third quarter all formal observations shall be completed. However, if a unit member has received a needs to improve or unsatisfactory on a formal observation additional observations may be scheduled during the fourth quarter.

Beginning the fourth quarter and not later than 30 calendar days prior to the end of the school year – A final evaluation shall be completed and provided to the evaluatee.

12.4.12.2 Project and Reflective Essay Calendar

All deadlines contained in the Evaluation Calendar shall be strictly adhered to by the evaluator and the evaluatee.

Prior to the End of the 17th workday according to the Student/Teacher Calendar a Preliminary Evaluation Conference(s) shall be held wherein the evaluation system processes, and forms (including the reflective questions and the Evaluation Worksheets) shall be explained to the unit members scheduled to be evaluated.

Pre-project Development Conference shall be held individually– at this time the evaluator and evaluatee will discuss the Project. The Tier Two Project Development Form and Tier Two Project and Reflective Essay Final Evaluation Worksheet shall be discussed and shared with the evaluatee (Appendix E-4, E-5).

Prior to the end of the First Quarter– the evaluatee and evaluator shall agree on a project. In the event that the evaluatee and evaluator cannot reach agreement on the project, the unit member shall attempt to resolve the matter directly with the evaluator. If a resolution is unable to be reached, the unit member may appeal to the Assistant Superintendent, Human Resources. The decision of the Assistant

ASTA/AUHSD 2019-20 Tentative Agreements

Superintendent is final and is not grievable under Article 7 of the collective bargaining agreement.

Prior to the End of the Third Quarter – The Project will be completed and the Reflective Essay will be submitted to the Evaluator.

Beginning the Fourth Quarter and not later than 30 calendar days prior to the end of the school year – A Final Evaluation shall be completed and provided to the evaluatee.

12.13 Constraints

If in the opinion of the site administrator a serious complaint has been lodged against an individual teacher by an employee or non-employee, the teacher shall be notified within a reasonable period of time and, when practicable, before any students are questioned. Complaints not reported to the teacher, and not investigated, shall not be utilized in any evaluation or subsequent disciplinary action. In addition, progressive discipline may be included in the teacher evaluation process.

No final evaluation shall be based on the results of any standardized test information.

Although unit members may be observed in multiple disciplines, no unit member shall be evaluated in more than one (1) discipline unless the evaluator and evaluatee agree otherwise.

Whenever the District identifies problem areas in a unit member's performance, the District shall provide advance notice that corrective action is necessary. In the event a unit member believes that this did not occur, the unit member shall attempt to resolve the matter directly with the evaluator and/or principal. If a resolution is unable to be reached, the unit member may appeal, providing specific information/data, to the Assistant Superintendent Human Resources. The decision of the Assistant Superintendent shall be final and no part of the evaluation content is grievable under the Article 7 of the collective bargaining agreement.

All information and data used in the evaluation process shall be utilized with the complete knowledge and disclosure to the evaluatee. Student comments or interviews shall not be included in any evaluation.

The use of any electronic listening or recording device in any classroom without the prior consent of the unit member and principal of the school is strictly prohibited.

12.14 Academic Freedom Pertaining to Methodology and Curriculum

Professional discretion shall be guaranteed to unit members in order to create an academic atmosphere in the classroom as follows: (1) a unit member selects the instructional methodology s/he uses in teaching the standards (as long as s/he continues to receive satisfactory evaluations); (2) students and teachers are permitted to raise questions dealing with critical and controversial issues of the day pertaining to the curriculum, per Board Policy 71402; and (3) unit members maintain a classroom atmosphere conducive to the

ASTA/AUHSD 2019-20 Tentative Agreements

study, investigation, presentation and interpretation of facts. Unit members must teach curriculum standards as adopted by the State. For courses without adopted State Standards, unit members will teach the District-approved course of study.

12.1415 Appeal Process

In the event a unit member believes the content of the final evaluation is unsubstantiated, the unit member shall attempt to resolve the matter directly with the evaluator and/or principal. If a resolution is unable to be reached, the unit member may appeal the final evaluation, providing specific information/data, to the Assistant Superintendent, Human Resources. The decision of the Assistant Superintendent is final and no part of the evaluation content is grievable under Article 7 of the collective bargaining agreement.

NOTE: Return the Project and Reflective Essay Forms, as ratified in 2018-19, to Appendix E.

(add to Appendix E-3, Teacher Evaluation Preliminary Conference) The 5Cs (collaboration, communication, creativity, critical thinking, and compassion/character) are embedded in the CSTPs.

ASTA/AUHSD 2019-20 Tentative AgreementsARTICLE 14: WAGES AND ITEMS RELATED TO WAGES14.1 Salary - Teachers**2019-20 Teachers' Salary**

1. **Effective August 5, 2019, the 2019-2020 Teachers' Salary schedule shall be increased by 0.5% and is hereby incorporated into the Agreement as Appendix B.**
2. **One-Time Payment: Employees shall receive a one-time, off-schedule payment equal to 0.5% of their earned salary as reflected on the 2019-2020 salary schedule. This one-time, off-schedule payment shall apply to all unit members employed by the District as of the date of ratification of the Tentative Agreement.**
3. In the event another District employee unit receives an increase in salary greater than **a 0.5% on schedule raise and a one-time, off-schedule payment of 0.5%** for the **2019-2020** school year, the District or ASTA may request, and the other party will agree, to re-open negotiations on salary for **2019-2020**.

14.2.6 Extra-Service Pay Positions14.2.6.1 Posting of Openings

The District shall post at each school location a notice of each opening as it occurs during the regular school year or summer session. Each notice shall state a deadline for applications which shall be not less than seven (7) days after posting. In the event an opening becomes available once the teacher work year begins, the deadline for application shall not be less than three (3) days. The opening shall not be filled prior to such deadline. Postings shall be emailed to the Association President.

14.2.6.2 Return Rights

When a unit member utilizes a protected leave, the unit member will have return rights to the extra-service pay position if the unit member returns to work within one calendar year of the initial date of absence. It is understood that any unit member that serves in the position during this absence does so on an interim basis only.

ASTA/AUHSD 2019-20 Tentative Agreements

14.2.6.3 Split Positions

The District and Association recognize that in some instances, extra-service pay positions may be split between two unit members. The following criteria will apply:

- In order for a split extra-service pay assignment to be considered, a proposal shall be submitted to the principal that specifies how the unit members will fulfill the responsibilities and duties of the position.
- Split extra-service pay assignments are valid for one school year.
- The principal shall have final approval of any split position.
- Should one unit member resign from the split, the position shall be reassessed according to the above language.

14.3.8 Professional Stipends

14.3.8.7 An additional stipend in the amount of \$3,596 (6.32%) will be paid to Nurses.

As per the current Agreement, percentages contained within the Professional Stipends article shall be equal to Column II, Step 1 of the 2019-20 Teachers Salary Schedule.

14.9 Summer Training Stipend [NEW]

Unit members who participate in trainings outside of the regular work year shall receive a daily stipend of 0.30% applied to Column II, Step 1 of the Teachers' Salary Schedule (Appendix B) for trainings scheduled to last over three (3.0) hours but no more than seven (7.0) hours, inclusive of a duty-free lunch of at least thirty (30) minutes. This stipend shall be utilized for all compensated work not covered by the Teacher Salary Schedule, Extra Service Pay Schedules, Hourly Rate of Pay, or a Professional Stipend. Unit members who participate in summer trainings will not receive credit for Extra Service Pay to be used in the involuntary transfer process. Trainings scheduled to last three (3.0) hours or less shall be paid at the Hourly Rate of Pay (Appendix B).

Appendix B

Miscellaneous Hourly Rate of Pay

ASTA/AUHSD 2019-20 Tentative AgreementsARTICLE 17: DISCIPLINE17.3 Complaints Against Unit Members

- 17.3.1 If in the opinion of the site administrator or ~~his/her~~ designee, a serious complaint has been lodged against an individual teacher by an employee or non-employee, the teacher shall be notified within a reasonable period of time and, when practicable, before any students are questioned. Complaints not reported to the teacher ~~under this section~~ **within a reasonable period of time** shall not be utilized in any evaluation or subsequent disciplinary action.
- 17.3.2 When practicable, if the complainant wishes to pursue the matter further, the principal will convene a conference between the teacher, the person making the complaint, and the principal or designee for the purpose of resolving the complaint.
- 17.3.3 Complaints that are not resolved at the school level should be directed to the District Superintendent or Designee.
- 17.3.4 If after the District Superintendent, or Designee, has responded to the complaint, the complainant is still not satisfied with the answer, further complaint may be made in writing to the Board of Trustees for its potential investigation and necessary action. ~~All~~ Such complaints shall may be discussed in closed session. ~~During the discussion of charges at all levels, both the complainant and the unit member shall be present.~~

AGREEMENT BETWEEN



ANAHEIM UNION HIGH SCHOOL DISTRICT

AND



CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION

AND ITS

CHAPTER 74

CLASSIFIED SUPPORT SERVICES

For the Period

July 1, 2017

to

June 30, 2020

**Approved by the Board of Trustees: December 13, 2018
For 2017-18**

**Approved by the Board of Trustees: May 7, 2019
For 2018-19**

**Approved by the Board of Trustees: Pending
For 2019-20**

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ATTACHMENTS

A 2019-2020 Salary Schedule
 B Effects of Layoffs for 2008-2009 (8/20/09)
 C Effects of Layoffs for 2010-2011 School Year (5/26/10)
 D Effects of Layoffs for 2011-2012 School Year (6/13/11)
 E Effects of Layoffs for 2012-2013 (6/28/12)
 F Bus Aide MOU (6/13/11)
 G Special Education Instructional Assistants MOU (renewed)
 H No Child Left Behind (NCLB) Implementation MOU (1/28/04)
 I Health and Welfare MOU for 2014 (11/7/13)
 J Early Retirement Incentive (12/11/14)
 K Bilingual Status MOU (12/11/14)
 L Health and Welfare MOU for 2016 (12/10/15)
 M Effects of Layoffs for 2017-2018 School Year (5/24/17)
 N Position Additions, Restorations, and Augmentations MOU (11/13/18)
 O Regarding GPS/Zonar Tracking Devices and Video Cameras on District Property and Vehicles MOU (4/19/19)
 P Temporary Reassignment of Duties for the 2020-2021 School Year and COVID-19

EXPIRED ATTACHMENTS

1 School Secretary Assignments MOU (6/27/01)
 2 Career Ladder MOU (2/18/03)
 3 Prescription Drug Program-Insurance Committee Recommendations MOU (10/5/06)
 4 Reduction in Force (8/20/08)
 5 Health and Welfare Program Change MOU (12/11/09)
 6 2010-11 Tentative Agreement (3/18/10)
 7 Furlough Days Adjustment for 2010-11 (1/20/11)
 8 Bus Aide MOU (1/28/04)
 9 Personal Necessity Leaves of Absences (12/11/09)
 10 Wages and Items Related to Wages (12/11/09)
 11 Salary Schedule MOU (6/13/11)
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 15 Bilingual Status MOU (6/28/06)
 16 Salary Schedule 2012-13 MOU (5/10/12)
 17 2013-2014 Salary, Bereavement Leave MOU (11/7/13)
 18 Health and Welfare MOU for 2012 (12/8/11)
 19 Health and Welfare MOU for 2013 (10/11/12)
 20 Health and Welfare Cost Containment MOU (5/10/12)

ARTICLE 1: RECOGNITION

The Board recognizes Anaheim Chapter 74, California School Employees Association (CSEA), as the sole and exclusive representative of employees performing services in categories and groupings of positions and classification described as follows:

Included:

ACTIVE	INACTIVE
Accounting Technician	Account Clerk
Administrative Assistant	Administrative Secretary (currently Senior Administrative Assistant)
Administrative Assistant (Bilingual)	ASB Account Clerk (currently ASB Accounting Technician)
Administrative Assistant - Program Support	Brailist (currently Braille Transcriber)
Art Designer	Career Center Technician
ASB Accounting Technician	Computer Lab Assistant
Assessment & Evaluation Technician	Computer Lab Technician
Athletic Trainer	Computer Operator
Behavior Intervention Specialist	Data Entry Technician
Benefits Specialist	District Testing Technician
Benefits Technician	English Learner Program Tech
Braille Transcriber	General Office Clerk (currently Office Assistant)
Business Technician	Health Clerk (currently Health Services Technician I)
Buyer	Health Clerk/Hope
Campus Safety Aide	Health Services Technician III (currently LVN)
Child Welfare and Attendance Liaison	Instructional Assistant-Severely Handicapped
Credentials Technician	Instructional Assistant-Special Education
District Receptionist	Instructional Assistant-Special Education/Bilingual
Facilities Planning Assistant	Intermediate Clerk
Family and Community Engagement Specialist	Instructional Materials Technician
Food Service Accounting Specialist	Paraeducator I
Food Service Technician	Paraeducator II
Health Services Technician I	Payroll Clerk
Health Services Technician II	Personnel Technician (currently Human Resources Technician)
Human Resources Technician	Planning Technician
Information Systems Specialist I	Program Analyst
Information Systems Specialist II	Programmer
Information Systems Technician	Purchasing Clerk
Instructional Assistant	School Community Liaison Bilingual
Instructional Assistant-Adult Transition	Secretary
Instructional Assistant-Behavioral Support	Secretary Clerk I
Instructional Assistant-Mathematics	Secretary Clerk II
Instructional Assistant-Medically Fragile/Orthopedically Impaired	Secretary-Bilingual
Instructional Assistant-Special Abilities	Senior Computer Operator
Instructional Assistant-Deaf/Hard of Hearing	Senior Payroll Clerk
Instructional Assistant-Visually Impaired	Senior Purchasing Clerk
Instructional Assistant-Specialized Academic Instruction	Testing Statistical Technician
Instructional Assistant-Spec Academic Instruction (Bilingual)	Translator Clerk
Instructional Assistant-Student/Parent Liaison	
Instructional Assistant-Student/Parent Liaison-Bilingual	
Instructional Assistant-Bilingual (Arabic)	
Instructional Assistant-Bilingual (Korean)	
Instructional Assistant-Bilingual (Spanish)	
Instructional Assistant-Bilingual (Vietnamese)	
Job Developer/Job Coach	
Language Program Technician	
Language Testing Assistant	

Legal Administrative Assistant
Licensed Vocational Nurse
Network Analyst
Network Technician
Office Assistant
Office Assistant (Bilingual)
Parent Involvement Specialist
Payroll Technician
Procurement Contract Specialist
Programmer Analyst
Publications Technician
Risk Management Technician
School Community Liaison
School Library/Media Technician
Secretary-Attendance
Secretary-Attendance-Bilingual
Secretary-Program Support
Secretary-Program Support-Bilingual
Secretary-Registrar/Records
Secretary-Registrar/Records-Bilingual
Secretary-School Support
Secretary-School Support-Bilingual
Senior Accounting Technician
Senior Administrative Assistant-Program Support
Senior Administrative Assistant-Program Support (Bilingual)
Senior Administrative Assistant-School Support
Senior Administrative Assistant-School Support (Bilingual)
Senior Administrative Assistant-Procurement Specialist
Senior Budget Technician
Senior Credentials Technician
Senior Payroll Tech
Sign Language Interpreter
Speech-Language Pathology Assistant
Systems Administrator
Webmaster
Workability Placement Assistant

Excluded:**Management / Supervisory**

Accountant	Accounting Manager
Accounting Supervisor	Assistant Director of Maintenance and Operations
Budget Manager	Catering Manager
Controller	Director of Building Inspections
Director of Business Operations	Director of Construction
Director of Facilities and Planning	Director of Human Resources-Classified
Director of Information Systems	Director of Maintenance and Operations
Director of Nutrition Services	Director of Publications
Director of Purchasing and Central Services	Director of Transportation
Educational Technology Supervisor	Family & Student Support Specialist
Food Services Site Manager I	Food Services Site Manager II
Food Services Supervisor	Garage Supervisor
Maintenance Lead	Maintenance Supervisor
Operations Supervisor	Payroll Supervisor
Project Manager	Public Information Manager
Risk Manager	Site Custodial Supervisor I
Site Custodial Supervisor II	Warehouse Supervisor

Confidential Positions

Executive Assistant
Human Resources Specialist
Senior Executive Assistant

AFSCME Positions

Athletic Facilities Worker I	Athletic Facilities Worker II
Audio-Visual Technician	Auditorium Operations Technician
Bus Driver	Custodian
Driver Instructor	Electronics Technician
Equipment Operator	Equipment Repair Mechanic
Food Service Assistant I	Food Service Assistant II
Food Service Assistant III	Food Service Assistant III-Bilingual
Food Service Assistant IV-Food Preparation	Food Service Assistant IV-Food Production Office
Food Service Baker	Food Service Cook
Food Service Equipment Technician	Graphic Art Technician
Grounds Maintenance Worker	Heavy Equipment Operator
HVAC Technician	Instrument Repair Technician
Inventory Control Specialist	Irrigation Systems Technician
Maintenance Carpenter	Maintenance Electrician
Maintenance Floor/Plaster Worker	Maintenance Glazier
Maintenance Locksmith	Maintenance Painter
Maintenance Plumber	Maintenance Service Worker
Maintenance Welder/Fabricator	Mechanic
Microcomputer Technician	Network Technician
Offset Press Operator	Pool Maintenance Technician
School Site Technology Technician	Senior Custodian
Senior Equipment Operator	Senior Graphic Arts Technician
Senior Warehouse Worker-Central Warehouse	Senior Warehouse Worker-Nutrition Services
Shop Equipment Repair Technician	Technology Services Assistant
Transportation Dispatcher	Transportation Operations Specialist
Warehouse Worker-Central Warehouse	Warehouse Worker-Nutrition Services

NON-CLASSIFIED

AVID Tutor	Coaches
Custodian Assistant	Extra Service Specialists
JROTC Instructors	Social Worker Interns
Student Workers (All Programs)	Substitutes

The Association, in turn, recognizes the Board as the duly elected representative of the people and agrees to negotiate exclusively with the Board through the provisions of the Rodda Act. The Association further agrees that it, its members and agents shall not attempt to negotiate privately or individually with any Board member or manager.

The Association agrees that this represents the appropriate unit and that it will not seek by any means, including but not limited to any PERB proceedings to amend or change in any way the unit described herein. However, the Association shall have the right to seek unit clarification by PERB proceedings on any new titled not specified in the above unit description. Nothing agreed to herein will prevent adjustments to the unit to be made by mutual agreement of the District and the Association.

Disputes concerning this Article are not subject to the grievance provisions subject to Article 4.

ARTICLE 2: HEALTH AND WELFARE**2.1 Primary Benefits**

The Board shall contribute towards the cost of medical, dental, life, vision care, disability, and accidental death /dismemberment insurance benefits for active employees who are within the unit as indicated below:

2.1.1 Medical Insurance

PPO: Self-insured major medical with \$275 deductible per person, maximum of \$1,100 per family for unit members and eligible dependents utilizing the Blue Cross Prudent Buyer Plan, including prescription coverage, in the amount not to exceed the super composite rate established for 2017 of \$1,348 per month or \$16,179 per year per enrolled unit member.

HMO: HMO insurance for unit members and eligible dependents utilizing Anthem Blue Cross, in the amount not to exceed the super composite rate established for 2017 of \$1234 per month or \$14,814 per year per enrolled unit member. On or as of December 31, 2017, Anthem Blue Cross Fully Funded HMO Plan will be discontinued as a medical insurance offering to active employees.

2017 Blended Super Composite Rate and Maximum District Contribution: The blended super composite rate shall be the weighted average of the PPO and HMO super composite rates above. Beginning with the 2017 calendar year, the District's contribution to the blended super composite rate shall not exceed \$15,475.

Example:

1,238 employees are in the HMO. (46%)

1,433 employees are in the PPO. (54%)

46% of \$11,808 = \$5432. 54% of \$14,364 = \$7,757.

\$5432 + \$7757 = \$13,189 is 2013 blended super composite rate.

EPO: Beginning January 1, 2018, a District Self-Funded EPO (Exclusive Provider Organization) medical insurance plan will be provide as an offering to active employees in place of the discontinued Anthem Blue Cross Fully Funded HMO Plan.

For the 2018 calendar year, the District Self-Funded EPO will utilize the Blue Cross Prudent Buyer PPO Network, and the EPO Plan as well as all co-pays and out-of-pocket maximums shall remain the same as the former Anthem Blue Cross HMO that was in effect as of January 1, 2017, with the exception of the Plan

administrator, Prescriptions drug and the Mental Health carriers. Plan Administration Services will be provided by BRMS, psychological mental health services (Including Alcohol and Drug Abuse Care) will be provided by the Holman Group, and prescription services will be provided through Express Script, Inc.

Blended Super Composite Rate and Maximum District Contribution: The 2018 maximum District contribution to the blended super composite rate is \$15,759. For calendar year 2018, the blended super-composite rate is \$16,078. The maximum District contribution to the blended super composite rate will be \$16,078. There will be no employee contribution for calendar year 2019.

2.1.2 Life and Accidental Death/Dismemberment Insurance

Life and accidental death/dismemberment insurance for employee and life insurance protection for employee's spouse and eligible children.

2.1.3 Dental Insurance

Dental insurance for employee and eligible dependents (no deductible) \$1,500/\$1,700 yearly maximum per person including 70 percent coverage for major dental procedures or Delta Care PMI dental insurance.

2.1.4 Vision Care Insurance

Vision health services with special contact lens provisions for employees and eligible dependents.

2.1.5 Alcohol, drug abuse and psychological care utilizing MHN/Holman Company for employees and eligible dependents.

2.1.6 Hearing aids and hearing examination for employees only as required by a physician.

2.1.7 Short-term income protection plan, sixty-six and two-thirds (66 2/3) percent benefit, with a maximum monthly benefit of \$5,000.00 per month, and a minimum amount of not less than \$25.00 per month up to two years with a sixty (60) day waiting period with American Fidelity Assurance as Administrator and Plan Provider.

2.2 **Surviving Dependent Coverage**

In the event an employee expires while in a paid status, currently covered surviving dependents shall be extended District health and dental benefits coverage at District expense for a period of four (4) additional calendar months following the month of the employee's death.

2.3 **Right to Contact**

The Association shall have the right to contact the health and welfare contract administrator directly for any information it wishes relative to the plan, but a copy of such request and a copy of any answer received from the contract administrator shall be sent to the District.

2.4 **Self-Insurance Plan**

The District will maintain a self-insurance plan. The contract administrator will be selected by the District after consultation with the District Insurance Committee.

2.5 All eligible employees who retire/terminate from the Anaheim Union High School District shall be eligible to participate in COBRA.

2.6 **Health and Welfare Parity**

If an agreement is reached with any other collective bargaining group on Health and Welfare that contains a greater benefit than the current plan or higher maximum District contribution, the District or CSEA may request, and the other party will agree, to re-open negotiations on Health and Welfare for 2019.

2.7 **Insurance Committee**

The Association may name three (3) regular members to the District Insurance Committee. Attendance at the meetings will not count against union business as described in 14.1. The Insurance Committee will review cost containment measures to reduce the cost of benefits and make recommendations on benefit modifications to the plan.

The Association and the District negotiation teams will work to reach an agreement on such cost containment provisions and upon agreement, recommendations shall be submitted for ratification.

If such agreement is not reached prior to November 1 of each year, the current benefits plan will carry over to the following plan year and the District is authorized to initiate payroll deductions beginning with the first paycheck in February for the difference between an average of the super composite rates of the PPO and EPO from current year and the average of the super composite rates for the new year.

The District and CSEA agree to negotiate on health and welfare beginning October 2 through October 31 in an effort to negotiate any plan changes or other cost containment measures.

2.8 **Retiree Benefits**

2.8.1 All employees ages 60-65 who are regular classified personnel in the employment of the District and who retire(d) from the District with fifteen (15) or more years of service and who are not otherwise covered by any similar programs provided through social security or other classified retirement plans shall be provided with major medical, including prescription

coverage, and dental portions of the fringe benefits compensation package for the retiree only, at no cost to him/her.

Classified employees who retire with fifteen (15) or more years of service to the District, and who have not attained the age of 60, who wish to participate in the major medical, including prescription coverage, and dental portion of the fringe benefit compensation package may do so by depositing the monthly amount of the premium with the District Business Office. The amount of the premium will be based on the regular employee rate established each year by the District's Plan Administrator and the EPO provider.

To remain eligible for the District paid major medical and dental benefit coverage from ages 60-65, the retiree must deposit the monthly amount of the premium with the District Business Office from the date of retirement until age 60.

- 2.8.2 After meeting the requirements of 2.8.1 employees hired prior to 1979 who retire prior to the age of 60, the Board of Trustees shall provide the 1979-80 fringe benefit amounts toward the Major Medical and Dental portion of the fringe benefit compensation package to all regular classified employees.
- 2.8.3 Retirees referred to in the above paragraph who wish to continue participation in the program will be required to make monthly payments, in advance, to the Business Office the difference between the current year costs and the 1979-80 costs. Current differential: \$58. for PPO medical, \$46.30 for EPO/HMO medical, and \$10.40 for dental coverage for employees only.
- 2.8.4 On the 1st day of the month immediately preceding the date that a retiree attains age 65, or becomes eligible for Medicare whichever occurs first, retiree coverage shall terminate. At this time the retiree is eligible to purchase a Medicare supplement from the District if the retiree is eligible for Medicare.
- 2.8.5 Members retiring after 1979 shall receive Major Medical and Dental fringe benefits no greater than those offered current, active bargaining classified employees.
- 2.8.6 Eligible retirees age 65 and older will be provided, at their cost, a medical plan with prescription coverage comparable to the terms in Article 2.1.

2.9 **Eligibility**

All employees in the bargaining unit who work at least four (4) hours per day in a regular classified position shall be covered under the programs provided in Section 2.1 and 2.6 of this Article.

Employees on unpaid leave of absence who wish to participate in the program may do so by depositing their premium costs with the District Business Office.

2.10 IRS Section 125 - Flexible Benefit Plan

The District shall provide an Internal Revenue Service Section 125 Plan for unit members. Such plan will include but not be limited to eligible medical and disability income insurance and dependent care expenses. The plan administrator for the IRS Section 125 Plan shall be American Fidelity Assurance Company, mutually agreed upon by the Association and the District. Participation by bargaining unit members in the plan shall be voluntary.

ARTICLE 3: ORGANIZATIONAL SECURITY**3.1 Membership Applications and Information about CSEA Dues**

The District shall distribute CSEA-supplied membership applications to new hires (but not make any statement suggesting workers must join). The District shall refer all employee questions about CSEA or dues over to the CSEA Labor Relations Representative.

3.2 Right to Payroll Deduction

CSEA shall have the sole and exclusive right to payroll deduction of regular membership dues. The employer shall deduct, in accordance with the CSEA dues schedule, dues from the wages of all employees who are members of CSEA. There shall be no charge by the employer to CSEA for regular membership dues deductions.

3.3 Revocation of Membership

The District shall refer all employee requests to revoke membership to the CSEA Labor Relations Representative and shall obtain his/her approval on behalf of the Association before processing any revocation request.

3.4 Changes in Deductions

The District shall not be obligated to put into effect any new or changed deductions until the pay period commencing thirty (30) days or more after such submission.

3.5 Dues Remissions and Information

With respect to all sums deducted by the District pursuant to Sections 3.2, 3.3, and 3.4 above, the District agrees to promptly remit such monies to CSEA, accompanied by an alphabetical list of unit members for whom membership fee deductions have been made, and an alphabetical list of unit members for whom no CSEA dues deductions have been made. Both lists will indicate any changes in personnel from the list previously furnished.

3.5.1 The Association agrees to furnish any information needed by the District to fulfill the provisions of the Article.

3.6 Hold Harmless

CSEA shall indemnify the District for any claims arising from its compliance with this article. The District shall promptly notify CSEA of any claims or litigation arising from implementation of this article.

ARTICLE 4: GRIEVANCE PROCEDURES

Definition: A grievance is defined as a statement by an employee and/or the Association that the District violated an express term of this Agreement and that by reason of such violation the employee's rights have been adversely affected. (Reference: South Bay USD V. PERB (1991))

4.1 Rights of the Association

4.1.1 Individual Rights - This grievance procedure is not intended to deny the right of any individual to seek a satisfactory resolution of his problem by himself.

4.1.2 If an employee is not represented by the Association or its representative, the District shall notify the Association whenever a grievance has been filed, and prior to an adjustment of the grievance shall notify the Association of the proposed adjustment and shall provide the Association with the opportunity to respond to the proposed adjustment. In any event, an adjustment made pursuant to this 4.1.2 shall not be used by the District as precedent for resolving future grievances or to establish a past practice.

4.2 General Provisions

4.2.1 The grievant shall have the right to be represented in all his/her discussions concerning the grievance by the Association.

4.2.2 Grievances which proceed beyond the informal step shall be in writing on a form to be approved by the Board of Trustees and shall contain a clear, concise statement of the grievance including the specific provisions of this Agreement alleged to have been violated, the circumstances involved, and decision rendered at the informal conferences and the specific remedy sought.

4.2.3 At each step of the formal grievance procedure, unless the parties have mutually agreed to alternate wording, the ultimate disposition shall be rendered by one of the following statements:

4.2.3.1 Grievance sustained.

4.2.3.2 Grievance denied.

4.2.3.3 Grievance sustained in part.

4.2.3.4 In addition to the above, all responses shall contain a statement of the rationale for the response.

4.2.4 An appeal by the grievant from the disposition of any step shall be accompanied by the following material:

4.2.4.1 The original grievance.

4.2.4.2 The disposition of the grievance at each step.

- 4.2.4.3 Any written materials introduced as evidence in lower levels.
- 4.2.5 During any grievance meetings, only the following participants shall be permitted to attend:
 - 4.2.5.1 The grievant(s).
 - 4.2.5.2 The grievant's representative (maximum of three).
 - 4.2.5.3 The respondent.
 - 4.2.5.4 The respondent's representative (maximum of two).
 - 4.2.5.5 Any witness deemed necessary by either party. At the request of either party, all witnesses for both parties shall be sequestered.
- 4.2.6 Failure to meet time limits. If a grievance is not processed by the grievant and the Association in accordance with the time limits set forth in this Article, it shall be considered settled on the basis of the decision last made by the District. If the District fails to respond to the grievance in a timely manner at any level, the running of its time limit shall be deemed a denial of the grievance and termination of the level involved, and the grievant may proceed to the next step. Time limits hereunder may be lengthened or shortened in any particular case only by mutual written agreement. The parties will attempt in good faith to adjust time limit problems which occur after Step 1 as a result of the summer recess, winter or spring break.
- 4.2.7 The grievant and grievance representative shall be entitled to be present and to participate in all grievance meetings and discussions.
- 4.2.8 The grievant and necessary witnesses shall be released from assigned responsibility without loss of compensation when participating in grievance meetings held during the school day.
- 4.2.9 Copies of grievance shall not be placed in the personnel file of the grievant.
- 4.2.10 The District representative is the chairperson of the meeting. The standard format for a grievance meeting shall be as follows:
 - 4.2.10.1 Presentation of grievant's case (including the calling of witnesses).
 - 4.2.10.2 Presentation of respondent's case (including the calling of witnesses).
 - 4.2.10.3 Grievant's rebuttal.
 - 4.2.10.4 Respondent's rebuttal.
 - 4.2.10.5 Informal discussion.

4.2.11 For purposes of computing the time limits set forth in this Article, a "day" is any day in which the central administration office is open for business.

4.2.12 The original written remedy sought by the grievant may be modified at any subsequent level, on mutual agreement by both parties.

4.3 **Grievance Procedures**

4.3.1 Step 1 When an employee has a complaint, the complaint may be brought to the attention of the appropriate supervisor in an attempt to resolve the problem informally through discussion.

4.3.2 Step 2 The grievant may present the grievance in writing to the appropriate administrative representative of the Board. Such grievance must be presented within twenty (20) days of the occurrence which led to the grievance, or within twenty (20) days of the date the grievant could reasonably be expected to have knowledge of the occurrence. Within five (5) days of the filing of the grievance, a meeting shall be held with the grievant and his/her representative. The respondent shall render the Step 1 disposition within five (5) days after the Step 1 meeting.

4.3.3 Step 3 In the event the grievant is not satisfied with the decision at Step 1, the grievant may appeal the decision in writing to the Superintendent or his/her designee. Such appeal must be made within ten (10) days of the termination of Step 1.

The appeal shall include a copy of the original grievance, the decision rendered at Step 1, and a clear, concise statement of the reasons for the appeal. Step 2 hearings shall be held within ten (10) days of the receipt of the appeal from Step 1.

The Superintendent or designee shall communicate a decision within five (5) days after the date of the Step 2 hearing and such a decision will terminate Step 2.

4.4 **Arbitration**

4.4.1 Submission to Arbitration

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

4.4.2 Selection of Arbitrator

The Association and the District shall attempt to agree upon an arbitrator. If no agreement is reached within ten (10) days, the parties shall request the Public Employees Relations Board (PERB) to submit to the Association and the District the names of seven (7) arbitrators, all of whom are located in Southern

California, and who are members of the National Academy of Arbitrators. Each party shall alternately strike a name until only one (1) name remains who shall be the arbitrator. The party who strikes the first name shall be determined by lot.

4.4.3 Hearing: Arbitrator's Decision

The arbitrator selected in accordance with paragraph 4.4.2 above shall conduct a hearing promptly, and in accordance with the rules of the American Arbitration Association. The arbitrator shall hear the issues presented, and shall render a decision promptly, but in no event later than thirty (30) days from the deadline for filing post-hearing briefs, whichever occurs later.

4.4.4 Fees and Expenses

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

4.4.5 Statement of Issues

The arbitrator shall be limited to deciding the issue(s) submitted to him/her. If the parties cannot agree upon a statement of the issues, the arbitrator shall determine the issue(s). In cases of procedural disputes regarding arbitrability, timelines, etc., the arbitrator shall be empowered to rule on such disputes.

4.4.6 Limitations Upon Arbitrator

The arbitrator shall have no power to alter, amend, change, add to, or subtract from any of the terms of this Agreement, but shall determine only whether or not there has been a violation of the Agreement, in respect alleged in the grievance and the appropriate remedy. The decision of the arbitrator shall be based solely upon evidence and arguments presented by the respective parties in the presence of each other and upon arguments presented in briefs. This Agreement constitutes a collective bargaining agreement between the parties which shall be interpreted and applied to the parties by the arbitrator in the same manner as any other collective bargaining agreement under the laws of the State of California.

The function and purpose of the arbitrator is to determine disputed interpretations of terms actually found in the Agreement, or to determine disputed facts upon which the application of the Agreement depends. The arbitrator shall therefore not have authority to decide any issue not submitted or to interpret or apply the Agreement so as to change what can be fairly said to have been the intent of the parties as determined by generally accepted rules for contract construction. Past practice of the parties in interpreting or

applying terms of this Agreement may be relevant evidence, but shall not be used so as to justify, or result in, a modification (whether by addition or detracting) of the written terms of this Agreement.

The arbitrator shall only have the power to render an award on grievances occurring while this Agreement is in effect.

The arbitrator may hear and determine only one (1) grievance at a time unless the parties expressly agree otherwise. Both parties will in good faith endeavor to handle cases which involve the same or similar facts and issues in an expeditious and convenient manner.

No decision rendered by the arbitrator shall be retroactive beyond the beginning of the last payroll period prior to the twenty (20) day period specified in Step 1 of the grievance procedure.

4.4.7 Rules of Procedure

The arbitrator shall apply the rules of procedures normally followed by arbitrators in Southern California with respect to binding arbitration hearings, opinions and awards pertaining to classified public school employees. Upon agreement of the parties, the arbitration may proceed under expedited rules of the American Arbitration Association and notice of such agreement shall accompany any request for a list of arbitrators.

The decision of the arbitrator, within the limits herein prescribed by this Article, shall be binding on the Association, the District, and grievant.

4.5 **No Reprisals**

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

ARTICLE 5: WORKING HOURS**5.1 Workweek**

The employee's regular workweek shall consist of five (5) consecutive days from Monday through Friday, inclusive. It is recognized, however, that the actual workweek is a seven (7) day period, Monday through Sunday, inclusive, and that the Board may assign employees to consecutive workdays other than Monday through Friday within this seven (7) day period. If the District determines that the needs of the District dictates a changing of a regular work week that is different from the initial fixed and ascertainable date of hire, the District shall first solicit volunteers to meet those needs. If no volunteers are forthcoming, the District may impose changes on a seniority based criteria with the least senior employee being affected first, followed by the next senior in successive order until the District's need is met.

5.2 Work Year

The length of each employee's work year shall be determined by the District. Any change in the established work year of any unit member shall be negotiated with the association.

Beginning with the 2015-16 school year, the work year for 9-month hourly employees will be increased by two days. The first workday will be two days prior to the first student day.

5.3 Workday

The employee's regular workday shall consist of eight (8) hours of work, except that the Board may assign employees to a greater or lesser period of regular daily work whenever the needs of the District so dictate. Any reduction in assigned time shall be accomplished in accordance with the District layoff procedures as stated in the CSEA contract Article 11.20, in effect at the time of the action. In the event of a layoff, the District will meet and negotiate over the effects of the layoff with the Association. (Reference: Newman-Crows Landing USD (1982) PERB 223)

5.4 In-service Days

After the first student attendance day in August, on days designated by administrators as teacher training, preparatory or in-service days, which are student nonattendance days, or days which are regular student days classified personnel shall receive regular pay whether or not they are required to report for duty that day. (Ed Code 45203) The District has the option to schedule in-service training or regularly assigned work.

5.5 Lunch Periods

Each employee shall be granted an unpaid duty free lunch period of at least one-half (1/2) hour, which shall be scheduled by the immediate supervisor at or about the midpoint of each shift.

5.6 Rest Periods

Each bargaining unit employee shall be provided one (1) fifteen (15) minute rest period for each four (4) consecutive hours worked, to be taken at times approved by the immediate supervisor. Rest periods are a part of the regular workday and shall be compensated at the regular rate of pay for the employee. Paid rest periods may be combined with unpaid lunch breaks through mutual agreement between employee and supervisor. Compensated rest periods shall be taken daily and cannot be carried over day to day.

5.7 Definitions

5.7.1 Overtime hours is any time worked in excess of eight (8) hours in any one (1) day and any time in excess of forty (40) hours in any work week.

5.7.2 Overtime rate is equal to one and one-half (1½) times the employee's regular rate of pay.

5.7.3 Additional Hours/Workdays/Work weeks is any time/days/weeks in excess of the employee's Board approved workday, workweek, or work year.

5.7.4 Additional/Dual assignment occurs when the employee is assigned and/or contracted to work more than one position in a different or like classification in a temporary or permanent assignment, at the same or different location and/or department.

5.8 Additional Hours and/or Assignments

Any employee assigned to work additional time and/or assignments that are of an on-going nature and/or exceeds twenty (20) consecutive days of working the additional hours/assignments, shall have their work hours/day/year permanently extended to encompass the additional hours/assignment, and the extended hours shall be Board approved and become his/her regular and permanent working hours/day/year.

If an assignment is going to be longer than 20 consecutive days and it is just temporary, then an agreement must be signed by employee and district, stating approximate length of time and that it is on a temporary basis. Time not to exceed one (1) year.

5.8.1 Any CSEA member who is employed 10 or fewer months, who possess the minimum qualifications for summer school and/or ESY senior administrative assistant, may apply. Applicants will be interviewed and a candidate will be selected for each school site hosting a full summer school and/or ESY program.

In the event summer school/ESY begins prior to the conclusion of the newly selected summer school secretary's regular school year work assignment, the overlapping days shall be forfeited, not to exceed three (3) days.

5.9 Minimum Call-In Time

Any employee called in to work on a day when the employee is not scheduled to work shall receive a minimum of two (2) hours pay at the appropriate rate of pay under this Agreement.

5.10 Call Back Time

Any employee called back to work after having left the work location upon completion of his/her regular assignment shall be compensated for at least two (2) hours of work at the overtime rate, equal to one and one-half (1½) times the employee's regular rate of pay, irrespective of the actual time less than that required to be worked.

5.11 Reporting Work Hours

Employees are required to adhere to assigned hours and reporting procedures established by the district, site or department and to report accurately. Failing to follow procedures, dishonesty or falsifying records will result in disciplinary action up to and including dismissal.

ARTICLE 6: TRANSFER PROCEDURES**6.1 Definition**

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

6.2 Eligibility for Transfer

The Director of Human Resources - Classified shall determine whether classes are sufficiently related to permit transfer between them. He/she shall consider similarity of duties, minimum qualifications, examination content and occupational group.

6.3 Effects of Transfer

Transfer shall be made without change in salary rate, anniversary date, accumulated illness leave, and accumulated vacation credit.

6.4 Voluntary Transfer

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

6.4.1 A vacancy list will be posted at each site by title, job site or department, hours, and posting date. Vacancies will be updated as necessary.

6.4.2 An employee may apply for a lateral transfer at any time.

6.4.3 When vacancies occur, all employees who are permanent in their classification who have a current "Request for Transfer" on file with the Human Resources Office - Classified and those in the first three ranks on the Promotional Eligibility List will be notified of the vacancy and given the opportunity to interview for the position in accordance with Personnel Commission rules. An appropriate transfer, as determined by the District, may be considered first.

6.4.4 A permanent employee(s) may be transferred at his/her request and for the good of the service from one position to another in the same class at the discretion of the District.

6.4.5 Transfer requests, while on file in the Human Resources Office - Classified, will be kept confidential. Employees may contact the Human Resources Office - Classified to obtain information concerning current openings.

6.4.6 Employees accepting a lateral transfer to the same class must remain in the position one school year before accepting another position in the same classification. All special circumstances will be negotiated between CSEA and the District.

- 6.4.7 The Human Resources Office - Classified shall notify those individuals interviewed for a specific vacant position of the hiring supervisor's recommendation.
- 6.4.8 Transfer requests will be kept until the end of the fiscal year in which requested. New transfer requests must be initiated on July 1 or later for the new fiscal year.
- 6.4.9 **Transfer Based on Workload**
District reserves the right to accept voluntary transfers based on workload.

6.5 **Involuntary Transfer**

Transfers of employees on a temporary or permanent basis may be initiated by the District management at any time such transfers is in the best interest of the District as defined by the Superintendent under the following conditions. An employee affected by such transfer shall be given notice as soon as practicable. The District shall notify CSEA in writing of any upcoming involuntary transfer. Any employee affected by such transfer has the right to CSEA representation at any conference with management to discuss the reasons for the transfer.

- 6.5.1 At the request of the employee or the Association, employees may be transferred from one job title in a classification to another job title in the same classification at the same or alternative site for the good of the service. Such requests will be in written format and shall specify the reason for the transfer, steps previously taken to remediate the situation, and benefit to be gained through the transfer.
- 6.5.2 Employees may be transferred from one site to another site based on workload as determined by the supervisor, site administrator, superintendent, or designee. Transfers will only be considered to balance staffing and not as a punitive measure.
- 6.5.3 Involuntary transfers shall not be implemented for arbitrary, capricious or discriminatory reasons. The "best interest of the District" clause set forth in section 6.5 shall conform to this standard.

6.6 **Disciplinary Action**

Employees involved in disciplinary action shall not be considered for transfer under Section 6.5.1 of this agreement.

ARTICLE 7: EVALUATION PROCEDURES

- 7.1 The employee's immediate supervisor shall make the evaluation and complete the evaluation form. Evaluations shall be based on observable performance and/or data and knowledge of the evaluator.
- 7.1.1 Probationary employees will be evaluated at the end of the third (3rd) and fifth (5th) months of service.
- 7.1.2 All other employees will have a formal evaluation at least every other year, no later than May 15.
- 7.1.3 Probationary or permanent employees may be evaluated more frequently, at the discretion of the immediate supervisor.
- 7.1.4 Excellent performance shall be commended in writing on all evaluation forms.
- 7.1.5 The immediate supervisor shall present the performance evaluation report to the employee and shall discuss it with him/her and confer concerning areas of work needing improvement. The evaluation form shall be signed by the employee to indicate receipt, and he/she shall be given a signed copy.
- The signature of the employee being formally evaluated written on the evaluation form shall be taken as indicating that the employee has read the document and has been provided the opportunity of attaching rebuttal comments. Such comments shall be presented for attachment to the evaluation within ten (10) working days of the date on the copy of the Classified Composite Performance Appraisal.
- 7.1.6 The evaluation shall be made in writing on a form to be provided by the Human Resources Office -Classified. All sections on this form will be completed accurately. This form shall be designated the "Composite Classified Performance Appraisal" form.
- 7.1.7 Any grievance under this Article shall be limited to a claim that the above procedures have been violated.

ARTICLE 8: SAFETY CONDITIONS

The Board shall, within the limitation of its financial capabilities, provide bargaining employees with safe working conditions.

The District shall comply with the provisions of the California State Occupational Safety and Health Act regulations within the general industry and construction industry standards, where applicable.

- 8.1 The District shall provide employees with safe working conditions.
- 8.2 The District shall comply with the provisions of the California State Occupational Safety and Health Act regulations.
- 8.3 It shall be the responsibility of the employees to report unsafe working conditions to their immediate supervisor.
- 8.4 No employee shall be required to work under conditions dangerous to the employee's safety.
- 8.5 The District shall provide necessary first aid kits at all work locations. First aid kits shall be checked periodically and replenished when needed. First aid kits shall not be locked and shall be immediately available to employees. Emergency telephone numbers will be posted near all telephones.
- 8.6 For all employees, there shall be convenient coffee break rooms and rest rooms which are totally smoke free. This shall include such rooms for employees who travel from school to school.
- 8.7 In the case of bomb threat or other immediate threats to the health and safety of employees, employees shall not be asked or ordered to search for the bomb or otherwise perform services for which they are not trained. Whenever feasible, employees shall be informed of these threats.

ARTICLE 9: CONCERTED ACTIVITIES

- 9.1 The Association hereby agrees that neither it, nor its officers, officials, agents, or representatives shall incite, encourage or participate in any strike, walkout, slowdown, or other work stoppage against the District during the life of this Agreement. In the event of a strike, walkout, slowdown, or work stoppage in violation of this Agreement, the Association and its respective officers, agents, and representatives will do everything reasonable within their power to end or avert the same.
- 9.2 Any unit members engaging in or assisting any strike, slowdown, work stoppage, or other interference with the District's operations in violation of this Article shall be subject to disciplinary action up to and including termination.

ARTICLE 10: MANAGEMENT RIGHTS

- 10.1 All matters not specifically enumerated as within the scope of negotiations in Government Code 3543.2 are reserved to the District unless otherwise modified by the terms and conditions of this Agreement. It is agreed that such reserved rights include, but are not limited to, the exclusive right and powers to determine, implement, supplement, change, modify or discontinue, in whole or in part, temporarily or permanently, any of the following:
- 10.1.1 The legal, operational, geographical, and organizational structure of the District including the chain of command, division of authority, organizational divisions and subdivisions, external and internal boundaries of all kinds, and advisory commissions and committees;
 - 10.1.2 The financial structure of the District including all sources and amounts of financial support, income funding, taxes and debt, and all means and conditions necessary or incidental to the securing of same, including compliance with any qualifications or requirements imposed by law or by funding sources as a condition of receiving funds; all investment policies and practices; all budgetary matters and procedures, including the budget calendar, the budget formation process, accounting methods, fiscal and budget control policies and procedures, and all budgetary allocations, reserves, and expenditures apart from those expressly allocated to fund the wage and benefit obligations of this Agreement;
 - 10.1.3 The acquisition, disposition, number, location, types and utilization of all District properties whether owned, leased, or otherwise controlled, including all facilities, grounds, parking areas and other improvements, and the personnel, work, service, and activity functions assigned to such properties;
 - 10.1.4 All services to be rendered to the public and to the District personnel in support of the services rendered to the public; the nature, methods, quality, quantity, frequency and standards of service, and the personnel, facilities, vendors, supplies, materials, vehicles, equipment and tools to be used in connection with such services; the lawful subcontracting of services to be rendered and functions to be performed, including educational support, construction, maintenance, and repair services;
 - 10.1.5 The utilization of personnel not covered by this Agreement including limited term substitutes, temporaries, hourly employees, provisional personnel, consultants, and supervisory or managerial personnel to do work which is normally done by personnel covered hereby, and the methods of selection and assignment of such personnel;
 - 10.1.6 The educational policies, procedures, objectives, goals, and programs, including those relating to curriculum, course content, textbook selection, educational equipment and supplies, admissions, attendance, pupil transfers, grade level advancement, guidance, grading, testing, records, pupil health

and safety, pupil conduct and discipline, transportation, food services, racial and ethnic balance, extra-curricular and co-curricular activities, and emergency situations, and the substantive and procedural rights and obligations of students, parents, teachers, other personnel and the public with respect to such matters;

- 10.1.7 The selection, classification, direction, promotion, demotion, discipline and termination of all personnel of the District; affirmative action and equal employment policies and programs to improve the District's utilization of women and minorities; the assignment of employees to any location and also to any facilities, classrooms, functions, departments, tasks, or equipment. The District will assign the employee to the school and the principal will assign the duties, and the determination as to whether, when, and where there is a job opening;
- 10.1.8 The job classifications and the content and qualifications thereof;
- 10.1.9 The duties and standards of performance for all employees; and whether any employee adequately performs such duties and meets such standards;
- 10.1.10 The dates, time and hours of operation of District facilities, functions, and activities;
- 10.1.11 Safety and security measures for students, the public, properties, facilities, vehicles, materials, supplies, and equipment, including the various rules and duties for all personnel with respect to such matters;
- 10.1.12 The rules, regulations and policies for all employees, students, and the public;
- 10.1.13 The termination or layoff of employees, consistent with law, as the result of the exercise of any of the rights of the District not limited by the clear and explicit language of this Agreement.

All rights of management herein enumerated are subject to the terms and conditions of this Agreement. All other rights of management not expressly limited by the terms and conditions of this Agreement are reserved to the District.

It is not the intention of the parties, in setting forth the above mentioned rights of management, to detract or diminish in any way the rights of the Association or of employees that are expressly set forth elsewhere in the Agreement. It is the parties' intention that the clear and explicit provisions of the other Articles of this Agreement constitute the only contractual limitation upon the District's rights.

The exercise of any rights reserved to the District herein in a particular manner or the non-exercise of any such right shall not be deemed a waiver of the District's right or preclude the District from exercising the right in a different manner.

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

ARTICLE 11: WAGES AND ITEMS RELATED TO WAGES**11.1 Salary**

For the 2019-20 school year, there shall be a wage increase of one-half percent (0.50%) applied to the entire classified (CSEA Bargaining Unit) salary schedule referenced herein as Attachment A, inclusive of any and all stipends (increase reflected in Sections 11.9 and 11.14) and longevity flat rate amounts (increase reflected in Sections 11.8, for all bargaining unit members. All 2019-20 on-going increases to wages, stipends, and longevity flat rate amounts shall include all employees in a regular classified position on or after July 1, 2019 and be retroactive to July 1, 2019.

One-Time Payment: In addition, bargaining unit members shall receive a one-time, off-schedule payment equal to one-half percent (0.50%) of earning as reflected on the 2019-2020 salary schedule, inclusive of any and all stipends and longevity flat rate amounts. This one-time, off-schedule payment shall apply to all unit members employed by the District as of the date of ratification of the Tentative Agreement.

The District and CSEA agree that the wage increase of one percent (1%) applied to the entire classified (CSEA Bargaining Unit) salary schedule and any and all stipends for the 2017-18 school year also applied to longevity flat rate amounts (increase reflected in Sections 11.9 and 11.14) reflected on the salary schedule (Attachment A). The District agrees to remit a one-time payment for the unpaid difference in longevity flat rate amounts to all employees eligible to receive longevity pay in a regular classified position on or after July 1, 2017, retroactive to July 1, 2017.

If any employee organization receives a salary schedule increase that is higher than CSEA for any and all of the 2017-18, 2018-2019, and 2019-2020 school years, then CSEA may request, and the District will agree, to re-open negotiations on salary for each applicable school year.

11.2 Overtime Pay

Employees shall be compensated at the rate of one and one-half (1 ½) times the employee's rate of pay for any time worked in excess of eight (8) hours in any one (1) day and any time in excess of forty (40) hours in any workweek. Overtime shall be specifically assigned and authorized in advance by the supervisor.

11.3 Overtime Pay on Holidays

Employees required to work on Board authorized holidays shall receive compensation, or compensatory time off, at one and one-half (1½) times the regular rate of pay in addition to the regular rate of pay for the holiday.

11.4 Right of Refusal - Compensatory Time Off, Overtime

11.4.1 A supervisor may grant compensatory time off at the same prorated ratio as overtime cash payment. The supervisor shall inform an employee of the intended method of payment (cash or compensatory time) at the time of directing overtime work.

11.4.2 An employee may refuse overtime work, except that when the needs of the District warrant, the supervisor may direct the employee to work overtime. The needs of the District shall be defined by the supervisor. The supervisor shall attempt to identify employees desiring to work overtime voluntarily and on seniority-based rotation most senior by date of hire in the district and in descending order. Should there be no volunteers, the district may impose overtime on a seniority based assignment with the least senior member encumbered first and so on in ascending order.

11.5 **Compensatory Overtime**

Compensatory time off for overtime in excess of eight (8) hours in one (1) day or forty (40) hours in one (1) week shall be taken within twelve (12) months of the payroll period in which it is earned as scheduled and approved by the immediate supervisor. If not permitted to be taken before the end of the twelve-month period, payment will be made to employee at the overtime rate.

11.6 **Sixth/Seventh Day of Work Pay**

11.6.1 An employee having an average workday of four (4) hours or more shall be compensated for any work required to be performed on the sixth (6th) or seventh (7th) day following the commencement of the normal workweek at a rate equal to one and one-half (1½) times his/her regular rate of pay.

11.6.2 An employee having an average workday of less than four (4) hours per day shall be compensated for any work required to be performed on the seventh (7th) day following the commencement of the normal workweek at a rate equal to one and one-half (1½) times his/her regular rate of pay.

11.7 **Pay Increases After Promotion**

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

*Class: A group of positions sufficiently similar in duties and responsibilities that the same descriptive title may be used to designate each position allocated to the class; substantially the same requirement of education, experience, knowledge, and ability are demanded of incumbents; substantially the same tests of fitness may be used in choosing qualified appointees; and the same salary range may be applied with equity.

11.8 **Longevity**

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

2% plus \$536 additional after ten (10) years of service with the Anaheim Union High School District.

4% plus \$1,593 additional after (15) years of service with the Anaheim Union High School District.

7% plus \$2,933 additional after twenty (20) years of service with the Anaheim Union High School District.

10% plus \$3,826 additional after twenty-five (25) years of service with the Anaheim Union High School District.

12% plus \$3,826 additional after thirty (30) years of service with the Anaheim Union High School District.

Percentages and Flat Rates Stand Alone. They are not added or compounded.

11.9 **Night Work Differential**

All positions, the regularly assigned time of which requires the unit member to work more than one-half ($\frac{1}{2}$) times or more between the hours of 5:00 p.m. and 7:00 a.m., shall be paid \$139.00 per month higher than the salary grade for daytime employees.

11.10 **Working Out of Classification**

Classified employees shall not be required to perform duties which are not fixed and prescribed for the position by the governing boards in accordance with Section 45109, unless the duties reasonably relate to those fixed for the position by the Board, for any period of time which exceeds five (5) working days within a thirty (30) calendar day period except as authorized herein.

An employee may be required to perform duties inconsistent with those assigned to the position by the governing board for a period of more than five (5) working days provided that his/her salary is adjusted upward for the entire period he/she is required to work out of classification. If the employee is asked to perform work in a lower paying classification his/her current salary shall remain the same and shall not be adjusted upwards nor downwards. Such adjustments upward shall be consistent with the salary placement given an employee who received a promotion as indicated in Article 11.7.

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

11.11 **Office Assistant**

For 2002-2003, the district shall assign one (1) permanent three (3) hour Office Assistant position to the school with the tenth (10th) highest mobility rate. The three (3) hour Office Assistants assigned for mobility are permanent positions within the district, but may be moved between sites as mobility needs change.

11.12 Extra Service Pay (Replaces MOU 3/5/98)

Classified employees who accept extra-service duty assignments will be paid on the existing certificated extra-service pay assignment schedule.

11.13 Mileage

Any employee who uses a private vehicle for school district business shall be reimbursed for mileage at the standard IRS business mileage rate. The use of private vehicles for school district business is subject to the approval of the immediate supervisor. Reimbursement for mileage is subject to the approval of the immediate supervisor.

11.14 Bilingual Pay**Memorandum of Understanding Bilingual Status**

Principals and District department heads shall be aware of employees who have voluntarily tested for and passed competency requirements in a language other than English. If the employee is selected for a bilingual assignment, the employee shall be compensated an additional \$139.00 per month for conversing in a language other than English.

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

11.15 Temporary Clerical Employees

The district agrees to provide one (1) temporary clerical employee at each high school for one (1) day following the receipt of transcripts from Information Services, as per Memo of Understanding between CSEA and AUHSD dated 9/16/87.

11.16 Limited Term or Provisional Employees

Upon notification of absence of a regular employee in any classified position, the District shall make every attempt to provide a qualified employee as soon as possible.

11.16.1 Limited Term or Provisional employees temporarily employed in a classified position unless such employee is qualified and eligible pursuant to personnel commission rules and Education Code Section 45272.

11.17 Classification Study

The District and CSEA agree to conduct classification studies for all classified positions in the bargaining unit. Each year the classification study shall be conducted on a family of classifications from a grouping that would ensure that all classifications are studied within a five year continuous cycle.

The groups are as follows:

Group 1:

Accounting Technician
 ASB Account Technician
 Benefits Technician
 Business Technician
 Buyer
 Payroll Technician
 Procurement Contract Specialist
 Senior Accounting Technician
 Senior Budget Technician
 Senior Payroll Technician

Group 2:

Credentials Technician
 Food Service Technician
 Human Resources Technician
 Risk Management Technician
 Senior Administrative Assistant-Program Support
 Senior Administrative Assistant-Program Support (Bilingual)
 Senior Administrative Assistant-School Support
 Senior Administrative Assistant-School Support (Bilingual)
 Senior Administrative Procurement Assistant

Group 3:

Administrative Assistant
 Administrative Assistant (Bilingual)
 Legal Administrative Assistant
 Office Assistant
 Office Assistant (Bilingual)
 Secretary-Attendance
 Secretary-Attendance(Bilingual)
 Secretary-Program Support
 Secretary-Program Support (Bilingual)
 Secretary-Registrar/Records
 Secretary-Registrar/Records (Bilingual)
 Secretary-School Support
 Secretary-School Support (Bilingual)
 Senior Administrative Assistant
 Senior Administrative Assistant-Bilingual

Group 4:

Information Systems Specialist I
 Information Systems Specialist II
 Information Systems Technician
 Network Analyst
 Network Technician
 Programmer Analyst
 Publication Technician
 Systems Administrator
 Web Master

Group 5:

Campus Safety Aide

Health Services Technician I
 Health Services Technician II
 Licensed Vocational Nurse
 School Community Liaison
 School Library/Media Technician
 Sign Language Interpreter
 Speech-Language Pathology Assistant
 Workability Placement Assistant

Group 6:

Assessment & Evaluation Technician
 Braille Transcriber
 Child Welfare and Attendance Liaison
 Instructional Assistant-Bilingual (Arabic)
 Instructional Assistant-Bilingual (Korean)
 Instructional Assistant-Bilingual (Spanish)
 Instructional Assistant-Bilingual (Vietnamese)
 Job Developer/Job Coach
 Language Testing Assistant
 Parent Involvement Specialist
 Translator

Group 7:

Behavior Intervention Specialist
 Instructional Assistant-Adult Transition
 Instructional Assistant-Mathematics
 Instructional Assistant-Medically Fragile/Orthopedically Disabled
 Instructional Assistant-Special Abilities
 Instructional Assistant-Specialized (Deaf/Hard of Hearing)
 Instructional Assistant-Specialized Academic Instruction
 Instructional Assistant-Specialized Academic Instruction (Bilingual)

The study shall begin July 1 each year and be concluded by June 30 each year for the appropriate grouping.

11.18 Professional Growth Program

11.18.1 The purpose of the Professional Growth Program is to provide educational and training opportunities for unit members to acquire and refine job related skills and abilities that will result in employees providing the highest quality service to the District within their current job classification and to enhance career opportunities within the District. The program will compensate unit members with education incentives for continued growth and development.

The Professional Growth Program is an educational incentive program opportunity for the classified employee that (1) enhances the employee's perspective of the functions of the Anaheim Union High School District, (2) fosters growth in the employee's occupational field, and (3) encourages achievement of educational degree goals.

Employees who enroll in the Professional Growth Program will receive education incentives for completion of the District Orientation and Health & Safety programs, a First Aid and

Adult CPR Program, plus additional education units in increments that total 15 units. Such incentives are effective twice each year following verification of satisfactory completion of the requirements that are submitted not later than January 31 and/or June 30 of that year.

11.18.2 Eligibility

All permanent unit members shall be eligible to participate in the Program; however, an education incentive will not be awarded until the unit member has completed one (1) continuous year of service as a regular employee. This program excludes employees participating in other District initiated or affiliated grant educational programs.

Professional Growth Program approval forms are obtained and returned to the Human Resources Office - Classified. Unit members shall complete and submit their approval forms prior to beginning their course of study.

11.18.3 Mentor Program

Mentors are an integral component of professional development. It is recommended that participants in the Professional Growth Program select a mentor early in their studies.

General Guidelines: Prospective mentors may submit their name and/or resume to the Professional Growth Committee for referral to participants requesting assistance in selecting a mentor.

Mentors are volunteers who may provide support, encouragement, guidance and educational/technical assistance in their areas of expertise.

11.18.4 Education Incentive Maximums and Additional Increments

This program consists of a maximum of six (6) steps. The steps must meet the following criteria:

Step 1: Must be a total of 15 units Required Course Work as described in 11.18.6, including the 9.0 total units from the District New Employee Orientation, the District Health & Safety course, and First Aid/Adult CPR course.

Steps 2, 3, & 4: Must be additional blocks of 15 units of undergraduate, graduate, or postgraduate coursework applicable towards one or more of the following:

1. Associate of Arts (AA) Degree in a declared major/field of study;
2. Bachelor's Degree in a declared major/field of study;
3. A Credential or Certificate program

applicable to the educational requirements expressed in any job description maintained by the District.

Official college transcripts are required for proof of completion of each of these stages.

- Step 5: Must be completion of 15 units beyond an Associate of Arts (AA) Degree, providing the employee has declared a major and the courses of study applicable towards one or more of the following:
1. Bachelor's Degree in a declared major/field of study;
 2. A Credential or Certificate program applicable to the educational requirements expressed in any job description maintained by the District.

Associate degree substitutions = 60 units with an additional 15 units of upper division coursework at a four-year institution. Official college transcripts are required for proof of completion of this stage.

- Step 6: Must be achievement of a Bachelor's Degree in a declared major/field of study or completion of a Credential or Certificate program applicable to the educational requirements expressed in any job description maintained by the District.

Upon completion of Step 6, applicants for credentialed position shall be assured of a job interview.

11.18.5 Required Course Work

The following coursework is required for the first education incentive and before further education incentives can be earned:

- | | | |
|-----------|---|-----------|
| 11.18.5.1 | District New Employee Orientation | 3.0 units |
| 11.18.5.2 | District provided Health & Safety Training | 3.0 units |
| 11.18.5.3 | First Aid/Adult CPR | 3.0 units |
| 11.18.5.4 | Two Courses from one or both of the following groups: | 6.0 units |
1. College/university coursework in General Education or applicable to an Associate of Arts (AA) Degree/Bachelor's Degree in a declared major/field of study;
 2. Adult education and/or college/university coursework relating to an employee's occupational field or relating to the completion of a Credential or Certificate program applicable to the educational

requirements expressed in any job description maintained by the District.

TOTAL 15.0 units

11.18.6 Coursework Approval

To ensure that coursework will be accepted for credit for education incentive increments, the employee must submit the form "Application for Approval of Coursework - Professional Growth" (available in Classified Human Resources) and receive approval prior to beginning the course.

Credit is not allowed for any courses or workshops taken during regular working hours for steps 2 through 6.

It is the responsibility of unit members to request and file approval forms for Professional Growth credit and submit all documents required for course credit.

11.18.7 Additional Education Incentive Increments

After the Required Course Work described in 11.18.6 has been satisfactorily completed, additional steps of 15 units each shall serve to improve an employee's present skills in their present job; and/or (2) allow the employee to acquire new skills in a new job in the District to which the employee may wish to advance, or for which the employee may be training; and/or (3) be applicable to the requirements of one or more of the following:

1. Associate of Arts (AA) Degree in a declared major/field of study;
2. Bachelor's Degree in a declared major/field of study;
3. A Credential or Certificate program applicable to the educational requirements expressed in any job description maintained by the District.

In all cases, coursework must be taken at an accredited or recognized institution.

11.18.8 Submission of Proof of Course Completion

Verification of appropriate completed coursework must be submitted for approval not later than January 31 or June 30 of the calendar year for education incentives. Verification of appropriate completed coursework submitted after those dates will not be considered for an education incentive until the next available deadline.

Acceptable verification includes:

Official college transcripts or signed reports of grades from the instructor (with grades of "C" or better) to be submitted to Anaheim Union High School District, Human Resources Office.

11.18.9 Retroactivity

Units earned prior to approval of the professional growth program are not applicable.

2018-19 School Year Exception: For the remainder of the 2018-2019 school year only (April 17, 2019 to June 30, 2019), units in progress during the current term of an accredited institution shall be applicable to the Professional Growth Program provided that the employee has submitted the "Application for Approval of Coursework - Professional Growth" to the District and received approval before completion of the course(s).

The responsibility of training experience and required documents shall lie with the unit member. Any error in the calculation of eligible educational incentives under this program, which is due to action or inaction on the part of a unit member, shall be corrected as soon as the error is verified; but salary adjustments shall be retroactive during the current year only.

11.18.10 Criteria for Evaluation

The Division of Human Resource shall review all proposed coursework submitted and make a determination as to whether that coursework meets the following criteria:

Is taken at an accredited or recognized institution, and whether the general education coursework is within the employee's occupational field and/or will assist the employee in meeting degree requirements. The intent of this provision is to allow coursework, which will be of direct benefit to the District and is either specifically related to the employee's current job classification or enhances job opportunities within the District.

11.18.11 Credit Calculation

- 11.18.11.1 All professional growth credit shall be computed in semester hours. College credit in terms of quarter hours will be translated into semester hours by using the following formula: double quarter credit; divide by three (3).
- 11.18.11.2 Credit of .5 (half a unit) units for each one-day, approximately eight (8) hour (maximum 6 hours) workshop, with one (1) maximum of said units to be allowed within each fifteen (15) unit increment.
- 11.18.11.3 All college credits or degrees shall be earned at an institution that is accredited by one of the following six regional accreditors of higher education in the United States, or regional affiliates thereof:
1. Middle States Association of Colleges and Schools (MSA)
 2. New England Association of Schools and Colleges (NEASC)
 3. Higher Learning Commission (HLC) (formerly the North Central Association of Colleges and Schools (NCA))
 4. Northwest Accreditation Commission (NAC)
 5. Southern Association of Colleges and Schools (SACS)
 6. Western Association of Schools and Colleges (WASC) inclusive of the following:

Accrediting Commission for Community and Junior
Colleges (WASC-ACCJC)
Accrediting Commission for Senior Colleges and
Universities (WASC-ACSCU)

Official college transcript with a "C" or better
submitted to the Human Resources Office. If letter grades
are not given for a course, a sealed letter of
satisfactory completion signed by the instructor is
required.

11.18.12 The Professional Growth Committee

11.18.12.1 A Professional Growth Committee shall be established,
composed of two (2) classified employee members, one (1)
certificated member, and the Human Resource Classified
Director, or designee. CSEA Chapter #74 shall appoint the
classified members of the committee.

11.18.12.2 Duties of the Committee

- a. Establish and maintain a list of prospective
volunteer mentors (see 11.18.3).
- b. Recommend additional or revised policy as necessary
to the Superintendent and CSEA Chapter 74.
- c. Schedule meetings as needed but annually during the
month of May to review the program effectiveness and
make recommendations.
- d. Suggest topics of interest for District-wide in-
service for unit members.

11.18.12.3 The District shall grant the committee members necessary
release time from their regularly scheduled workdays to
participate in committee activities.

11.18.12.4 The Professional Growth Review Committee shall advise the
Director, Business Services, of the estimated number of
employees achieving the award each year so that the
appropriate amount can be budgeted.

11.18.13 Personnel Files

Official transcripts or an instructor's signature covering work
offered to fulfill requirements for the professional growth steps
must be completed and on file by January 31 or June 30 in the Human
Resource Office.

Such employee files are necessary for the efficient management of the
District shall be kept by the Human Resource Office. An employee may
review his/her personnel file and may respond to the documents on
file. All employee records are confidential.

11.18.14 Professional Growth Education Incentives for Bargaining Unit Employees

- 11.18.14.1 Upon satisfactory completion of Step 1, the unit member shall receive a one-time educational incentive of \$500.
- 11.18.14.2 Upon satisfactory completion of Step 2, the unit member shall receive a one-time educational incentive of \$750.
- 11.18.14.3 Upon satisfactory completion of Step 3, the unit member shall receive a one-time educational incentive of \$850.
- 11.18.14.4 Upon satisfactory completion of Step 4, the unit member shall receive a one-time educational incentive of \$900.
- 11.18.14.5 Upon satisfactory completion of Step 5, the unit member shall receive a one-time educational incentive of \$1,000.
- 11.18.14.6 Upon satisfactory completion of Step 6, the unit member shall receive a one-time educational incentive of \$2,000.

11.19 Replacement of Personal Property

The Board of Trustees will authorize payment of the cost of replacing or repairing property of an employee when such items are damaged or stolen in the line of duty as a result of malicious acts and without fault of the employee. Covered items are:

- 11.19.1 prescription eye glasses, hearing aids, watches, articles of clothing, or other items necessarily worn or carried by the employee
- 11.19.2 vehicles
- 11.19.3 other personal property of the employee, when approval for the use of the personal property in the line of duty was given in writing by the site administrator or designee before the property was brought to work site, and when the value of the property was agreed upon in writing by the person or persons bringing the property and the site administrator, or designee, at the time the approval for its use was given.

The following items are excluded from coverage under this article:

- 11.19.4 Vehicle collision (including hit and run incident(s)).
- 11.19.5 Such personal items as tape recorders, radios, telephones, pagers, or compact disc players belonging to the employee, unless approved by the District in item 11.19.3 above. This includes items in a vehicle, regardless of whether the item is fixed or removable from the vehicle.
- 11.19.6 Purses or wallets, or the contents thereof (credit cards, cash, etc.).
- 11.19.7 Cash, credit cards, or other cash equivalent items.

The maximum payment of any one claim is \$1,500 or actual cost whichever is less in the case of vehicles and \$1,000 or actual cost whichever is less for other property. Loss or damage shall be reported to the principal or supervisor and, if appropriate, to the police as soon as the employee becomes aware of such loss or damage.

Claim forms are available in the Business Division and should be forwarded through the principal or supervisor to the Business Division when completed.

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

11.20 Procedure Regarding Layoff (Ref: Education code 45308, 45297, 45117)

11.20.1 Classification Seniority

Length of service (seniority as prescribed herein) shall be the only criterion used to effect layoffs. When classified employees are laid off for lack of work or lack of funds, layoff shall be made in inverse order of seniority in the class in which the layoff occurs. The employee who has been employed the shortest time in the class, plus higher classes, shall be considered to have the least seniority; and therefore, shall be laid off first. Reemployment shall be in the reverse order of layoff.

Seniority within classification is to be computed by the date the employee enters the classification, minus unpaid breaks in employment (excluding summer, spring and winter breaks). Seniority within classification continues to accrue in lower classes held after an employee promotes to a higher classification. District seniority (length of service) shall be calculated from employee's date of hire as a regular employee, minus unpaid breaks in service (excluding summer, spring and winter breaks).

The names of permanent and probationary employees thus laid off shall be placed on the reemployment list for the class from which they were laid off. Names on the re-employment list shall be in the relative order of seniority.

Classified employees laid off are eligible for re-employment for a period of thirty-nine (39) months and shall be re-employed in preference to new applicants.

If two or more employees subject to layoff, have equal class hire dates and seniority, the employee with the least district seniority shall be laid off first. If district seniority is equal, the decision shall be made by lot.

11.20.2 Displacement Rights - Demotion in Lieu of Layoff and Bumping Rights

An employee in the classified service who is laid off from a class, and who has previous service in an equal or lower class, shall have the right to bump a less senior employee, regardless of hours and/or months, in that equal or lower class. Seniority for purposes of bumping shall include the total of the previous service in the equal or lower class, plus service in the class from which layoff occurs and in higher classes. In the event of a layoff, the following bumping priority will apply:

- An employee whose position is eliminated or reduced shall first be placed in a vacant position with an equal assignment in the same class when compared with the employee's current position.
- If the previous option is unavailable, the employee shall be placed in a vacant position that has additional assigned time in the same class when compared with the employee's current position.
- If the previous option is unavailable, the employee will be allowed to bump into a position providing an equal assignment in the same class when compared with the employee's current position, and which is occupied by a less senior employee.
- If the previous option is unavailable, the employee will be allowed to bump into a position providing additional assigned time in the same class when compared with the employee's current position, and which is held by the least senior employee of those less senior employees holding positions with more assigned time.
- If the previous option is unavailable, the employee will be allowed to bump into a position in the class with less assigned time that is closest to the employee's current assigned time, and which is held by a less senior employee in the class.
- If the employee is the least senior employee in the class, the employee shall have the option of bumping into an equal or lower class previously held as a permanent classified employee.

11.20.2.1 To be considered for bumping, which would result in the displacement of a less senior employee in the classification in which the employee subject to layoff has greater combined seniority in the lower and higher classifications, the employee shall be required to notify the Human Resources - Classified Office in writing of such election not later than ten (10) working days after receiving the notice of layoff.

11.20.2.2 An employee who has accepted a demotion or bumping rights in lieu of layoff, has the right to be reemployed, in accordance with seniority in the former class, for an additional twenty-four (24) month period after the thirty-nine (39) month reemployment period.

11.20.3 Voluntary Reductions in Assigned Time

The District may elect, in lieu of layoff, to offer reductions in assigned time to classified employees within an affected classification. An employee who elects and receives a reduction in assigned time in lieu shall, nonetheless, be placed on the thirty-nine (39) month reemployment list, together with an additional twenty-four (24) month period, and shall be eligible to return to this former assigned time in order of seniority.

11.20.4 Return to Former Classification Following Voluntary Demotion or Voluntary Reduction in Hours

Employees taking voluntary demotions or voluntary reductions in assigned time in lieu of layoff shall be, at the employee's option, returned to a position in their former class or to positions with increased assigned time as vacancies become available, within the sixty-three (63) month limit per paragraph 11.20.3 above, except that they shall be ranked in accordance with their seniority on any valid reemployment list.

11.20.5 Retirement in Lieu of Layoff

- 11.20.5.1 Any employee subject to being laid off, or who was in fact laid off, may elect to accept a service retirement from the Public Employee's Retirement System in accordance with the Education Code.
- 11.20.5.2 The employee shall be placed on a thirty-nine (39) month reemployment list; however the employee shall not be eligible for reemployment during such other period of time as may be specified by pertinent Government Code Sections.
- 11.20.5.3 The District agrees that when an offer of reemployment is made to an eligible person retired under this Article, and the District receives within ten (10) working days a written acceptance offer, the position shall not be filled by any other person, and the retired person shall be allowed sufficient time to terminate his/her retired status.
- 11.20.5.4 An employee subject to this Section who retires and is eligible for reemployment and who declines an offer of reemployment equal to that from which laid off shall be deemed to be permanently retired.
- 11.20.5.5 Any employee electing to retire after being placed on a reemployment list shall be retired in lieu of layoff within the meaning of this Section.

11.20.6 Reemployment

- 11.20.6.1 A classified employee who is laid off shall be placed on a thirty-nine (39) month reemployment list and shall have the right to apply for other positions within the District while the employee's name remains on the reemployment list. The employee shall be required to maintain his/her current address on file with the Human Resources - Classified Office.
- 11.20.6.2 If, during an employee's eligibility period for reemployment, positions become vacant within a job classification of a laid off employee or employees, the District shall notify by first class mail addressed to the last known address on file in the Human Resources - Classified Office such employee or employees offering reemployment in order of seniority.

- 11.20.6.3 An employee who receives such notice of reemployment, the employee shall report to work within ten (10) working days following notification of reemployment.
- 11.20.6.4 An employee who receives such notice of reemployment, but who does not accept the offer of reemployment within five (5) working days shall be deemed to have rejected the offer of reemployment. After refusal or non-response to the second consecutive offer of reemployment, the employee's name shall be removed from the thirty-nine (39) month reemployment list including all rights thereto.
- 11.20.6.5 A classified employee reemployed within thirty-nine (39) months after being laid off shall be fully restored to his/her position with all the rights of permanent status and benefit level enjoyed prior to layoff. Seniority, benefits, or service credit shall not, however, accrue during the period of layoff.

11.20.7 Seniority Roster

The District shall maintain an updated seniority roster indicating employee's class seniority, and hire date seniority. Such rosters shall be available to CSEA for review.

11.20.8 Benefits to Employees Following Layoff

Employees laid off shall be afforded limited term or provisional employment in any class within the District for which he/she meets minimum qualifications in accordance with seniority as provided for in this Agreement.

ARTICLE 12: LEAVES**12.1 Bereavement Leave**

The District agrees to grant necessary leaves of absence with pay at the employee's regular rate not to exceed three (3) days, or five (5) days if three hundred (300) miles or more or out-of-state travel is required, on account of the death of any member of the immediate family of a member of the bargaining unit. "Member of the immediate family" means the father, mother, father-in-law, mother-in-law, son, daughter, son-in-law, daughter-in-law, husband, wife, grandmother, grandfather, grandchildren, sister, brother, sister-in-law, brother-in-law, niece, nephew, aunt, uncle of the employee, stepchild, stepbrother, stepsister, stepmother, stepfather, domestic partner, foster child and like relatives of spouse, or any person living in the immediate household of the employee. Bereavement leave shall be limited to a three (3) or five (5) duty day period immediately following the date of death in the immediate family. If such leave of three (3) or five (5) days is not scheduled immediately and consecutively following death, the employee will notify his/her supervisor prior to scheduling an alternative plan for bereavement leave.

In exceptional circumstances, the superintendent may grant up to two (2) additional days leave.

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

"The bereavement leave provided in this section shall be applicable to each member of the "immediate family" independently. Bereavement leave shall not be required to be utilized on consecutive days.

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

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

12.2 Jury Leave

The District agrees to grant to members of the bargaining unit called for jury duty in the manner provided by law, leave of absence without loss of pay for time the employee is required to perform jury duty during the employee's regularly assigned working hours. Employees, so called for jury duty, must notify the District of service date(s) upon receiving said notice from officers of the court. The District shall pay the employee the difference, if any, between the employee's regular rate of pay and the amount received for jury duty. Employees who elect to contribute their fees to the County in which serving their jury duty, must submit a copy of the receipt to payroll indicating that they donated their fee to the County. Monies granted by the court for meals, travel and parking will not be considered in computing the difference.

Employees are required to return to work during any day or portion thereof in which jury duty services are not required. Employees who work the swing shift

and serve on a jury during the day will be excused from the swing shift for the actual hours required to serve on jury duty or while waiting for jury duty selection. The District may require verification of jury duty days prior to or subsequent to providing jury duty compensation on a form provided by the District or the court.

12.3 **Military Leave**

Employees shall be required to request military leaves in writing and will supply the District with "orders" and status reports. Any employee who is granted a long- or short-term shall be entitled to receive his or her salary for the first 30 calendar days of active duty service during the absence, provided the employee has been in the service of the district for a period of not less than one year immediately prior to the date on which the absence begins. Pursuant to Military and Veterans Code sections 395 and 395.01.

12.4 **Paid Sick Leave**

12.4.1 Sick leave is the authorized absence of an employee because of illness or off the job injury or exposure to a contagious disease.

12.4.2 Members of the bargaining unit employed by the District five (5) days per week, eight (8) hours per day, with full pay for a fiscal year shall be entitled to twelve (12) days leave of absence for illness or injury, exclusive of days they are not required to render service. Day, as used in this Article, means the employee's regularly assigned workday, exclusive of overtime.

12.4.3 Members of the bargaining unit employed less than five (5) days per week and/or less than a full fiscal year are entitled to that proportion of twelve (12) days leave of absence for illness or injury as the number of months and/or number of days a week they are employed bears to twelve (12) months.

12.4.4 Pay for any hour(s) or day(s) of illness or injury need not be accrued prior to taking such leave by the employee and such leave may be taken at any time during the employee assigned work year. Probationary employees of the District shall not be eligible to take more than six (6) days, or the proportionate amount to which they may be eligible under sections 12.4.2 and 12.4.3, whichever is the lesser, until the first day of the calendar month after completion of six (6) months of active service with the District.

12.4.5 Pay for any day of sick leave shall be the same daily rate the employee would have received if s/he had worked that day.

12.4.6 Notification of Return to Work: In order to allow the District the opportunity to make arrangements for the return of an absent employee, the employee shall notify their immediate supervisor of their pending return as soon as possible, but not later than 3:00 p.m. of the work day preceding the employee's return. If an employee fails to notify their immediate supervisor and a substitute has been assigned to work the day the employee returns the employee may be sent home for that day without pay. Per PC Rule 16.2.8

12.4.7 An employee who is absent due to a personal illness and/or injury, including a disability caused or contributed to by pregnancy, miscarriage, childbirth and recovery there from, shall be allowed full

pay for the number of days absent provided that the number of days absent does not exceed the employee's total accumulated days of sick leave.

- 12.4.8 The Board and/or District (i.e., Board Members, Superintendent, Assistant Superintendents and Director of Human Resources both Classified and Certificated), may require satisfactory proof of the nature, extent and duration of the illness if it believes an employee to be abusing the use of sick leave. In the event that an investigation results in proof that abuse has taken place, the employee may be subject to loss of pay for the day(s) of the proven abuse or other appropriate action.

When there is a question as to the extent and duration of the disability, lasting more than five (5) days, or the employee's ability to return to work, the Board and/or District (i.e., Board Members, Superintendent, Assistant Superintendents and Director of Human Resources both Classified and Certificated), may require the employee to submit to an examination by a physician selected and paid by the Board. The employee will be given a copy of the physician's report to the Board and/or District (i.e., Board Members, Superintendent, Assistant Superintendents and Director of Human Resources both Classified and Certificated).

- 12.4.9 Members of the bargaining unit must notify his/her supervisor of the absence as soon as the necessity to be absent becomes known to the employee but not later than thirty (30) minutes after the start of the employee's workday.
- 12.4.10 An employee, while on unpaid leave of absence granted by the Board of Trustees, shall maintain any sick leave credits which were accumulated prior to such leave but shall not accumulate any additional sick leave credit during the period of such leave.

12.4.11 Extended Sick Leave

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

12.4.12 Failure to Report to Work - Job Abandonment

Employees absent from work for three (3) consecutive work days without authorization and/or failure to notify the district of a valid or acceptable reason is job abandonment and shall constitute dismissal from the district service.

12.5 Industrial Accident and Industrial Illness Leave

- 12.5.1 Leaves resulting from an industrial accident or industrial illness shall be granted in accordance with the provisions of Education Code sections 44043 and 45192 and this rule.
- 12.5.2 An employee who is absent from duty because of an illness or injury defined as an industrial accident or industrial illness, under provisions of the Workers' Compensation Insurance Law, shall be granted paid industrial leave for each such accident or illness while receiving temporary disability benefits from Workers' Compensation provided that:
- 2.5.2.1 S/he has probationary or permanent status.
- 2.5.2.2 The illness or injury is directly related to the performance of his/her duties while in the employ of the Anaheim Union High School District.
- 12.5.3 An employee absent from duty because of illness or injury resulting from an accident or condition incurred on duty, which qualified under Workers' Compensation Insurance, shall be granted an occupational leave for each such accident provided that neither the number of days for one leave nor the total number of days allowed in one school year for more than one such leave does not exceed a total of sixty (60) consecutive working days.
- 12.5.4 Occupational leave shall be granted from the first day of disability but shall not extend beyond the last day for which temporary disability indemnity is received. Only absences which are supported by a physician's certificate and have been verified to be the result of a duty connected illness or injury can be paid under the occupational leave policy. Any absence that cannot be so verified shall be charged against the employee's leave.
- 12.5.5 Should the employee's absence, due to an occupational injury or illness, extend beyond sixty (60) consecutive working days, the employee member shall be permitted to use accumulated sick leave until temporary disability payment ceases, until s/he returns to duty, or until illness credits have been used up, whichever is sooner.
- 12.5.6 During any period an employee is receiving his/her regular salary from the District, s/he is required to endorse over to the District all temporary disability payments received in accordance with Sections 44043 and 45192 of the Education Code. Charges to the employee's leave balances shall be as follows:
- 12.5.6.1 Occupational leave shall be reduced by one (1) day of authorized absence regardless of temporary disability payments paid.
- 12.5.6.2 Sick leave and/or vacation leaves shall be reduced only by that amount necessary to provide a full day's wage or salary when added to temporary disability benefits. Any employee who is absent because of a work connected illness or accident shall not be entitled to receive wages or salary from the district, which when added to temporary disability benefits, will exceed his full salary during the period of his absence.

- 12.5.7 An employee, while receiving occupational benefits, must remain within the State of California unless the Board of Trustees authorizes travel outside the State.
- 12.5.8 While an employee is on any paid leave resulting from an industrial accident or industrial illness, the employee's salary paid by the District shall not, when added to a normal temporary disability allowance award without penalties granted the employee under State Workers' Compensation Insurance Laws, exceed the employee's regular salary.

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

12.6 **Court Appearance**

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

12.7 **Personal Necessity Leave of Absence**

- 12.7.1 Unit members may use up to ten (10) days of personal necessity (PN) leave per fiscal year. The first two (2) days shall not be deducted from the accumulated sick leave. A maximum of an additional eight (8) PN days may be used which will be deducted from accumulated sick leave, as long as the PN days do not exceed the number of days of unused sick leave.
- 12.7.2 Personal necessity may be used without prior approval for the reasons listed below. However, the unit member shall make every reasonable effort to comply with District procedures designed to secure substitutes, and s/he shall notify the immediate supervisor prior to the absence.
- 12.7.2.1 Accident or serious illness involving his/her personal property or property of his/her immediate family
- 12.7.2.2 Court appearance as a litigant or as a witness under order
- 12.7.2.3 Religious observance
- 12.7.2.4 Wedding and graduations for immediate family members.
Immediate family for this section shall mean parent, sibling, spouse, or child
- 12.7.2.5 Personal necessity may be used for circumstances that meet all of the following criteria: Are of a serious nature, and which the unit member cannot be expected to disregard, and which necessitate the immediate attention of the unit member, and which cannot be accommodated during off-duty hours.
- 12.7.3 Such leave shall not be used for seeking or engaging in other employment, for vacation, or other recreational activities or for other activities which do not fit the criteria listed above.

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

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

12.8 Parental Leave

12.8.1 Upon request, pregnant unit members shall be granted fully paid maternity leave for up to six (6) weeks after the birth of a child. Additional maternity/parental leave for the remainder of up to twelve (12) weeks in any twelve month period shall be unpaid except that unit members may utilize accumulated sick leave (under section 12.4 and its subsections), and/or accumulated vacation leave (under Article 13), and/or extended sick leave (under 12.4.11), and/or parental leave provided for under 45196.1 of the Education Code during that time.

12.8.2 Upon request, non-pregnant unit members shall be granted parental leave for up to twelve weeks after the birth of a child of the employee, or the placement of a child with an employee in connection with the adoption or foster care of the child by the employee. Said leave shall be limited to a total of twelve weeks leave during any twelve month period and shall be unpaid except that unit members may utilize accumulated sick leave (under section 12.4 and its subsections), and/or accumulated vacation leave (under Article 13), and/or extended sick leave (under 12.4.11) and/or parental leave provided for under 45196.1 of the Education Code during that time.

12.8.3 Parental leave will be provided in accordance with existing law and may be taken all at once, or, with the exception of the six (6) weeks fully paid maternity leave provided for in 12.8.1, utilized on a reduced schedule or intermittent basis as permitted by law.

12.9 Leave of Absence Without Pay

12.9.1 Permanent employees may be granted leave of absence without pay provided such leaves are not detrimental to the best interests of the District, as determined and recommended by the Superintendent, and approved by the Board of Trustees. Requests for leaves of absence without pay shall be made on forms provided by the Personnel Director, and shall state specifically the reasons for the request, the date desired to begin the leave, and the probable date of return.

12.9.2 Revocation of Leave

A leave of absence may be revoked at the sole discretion of the Personnel Director upon evidence that the cause for granting it was misrepresented or has ceased to exist.

12.9.3 Employment While on Leave

An employee, while on leave of absence, may not accept other gainful employment with another employer, except ordered military or Peace Corps service, without express prior approval of the Board of Trustees. Upon approval of the Superintendent, the leave may be extended at the sole discretion of the Superintendent.

12.9.4 Benefits While on Leave

Employees on leave of absence without pay shall not accrue seniority, salary step advancement, sick leave or vacation privileges, except an employee absent on Peace Corps service shall include such time toward qualifying for advancement to the next higher step in the salary range. Upon return from a long-term leave of absence, an employee's anniversary date shall be adjusted. An employee absent on military leave shall be accorded all the rights and privileges granted by the Education Code and the Government and Veterans' Code.

12.9.5 Types of Leaves

Such leave of absence with-out pay may be granted for any of the following reasons:

12.9.5.1 Health

A permanent classified employee may be granted a leave of absence without pay for health purposes for a specified period of time.

12.9.5.2 Short Term Personal Leave Without Pay

An excused absence without pay for an employee may be approved for one (1) day by the Principal or Classified Supervisor. Upon the recommendation of the Principal or Classified Supervisor, the Assistant Superintendent, Personnel, or designee may authorize an excused absence without pay for employees from two (2) to five (5) days. Notification that absence has been approved should be reported to the Classified Personnel Office at least twenty-four (24) hours prior to the absence.

12.9.5.3 Pregnancy Leaves and Absences

Pregnant employees shall be granted pregnancy leave without pay, such leave to commence on a date to be determined by the employee and her physician.

12.9.5.4 Family Medical Leave Act

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

12.9.5.5 Peace Corps

A permanent classified employee who has completed three (3) full years of service in the District may be granted a leave of absence for Peace Corps service. The leave will be granted for one (1) full school year with the provision that it will be extended for a second year if the employee continues in Peace Corps service.

When such a leave is granted, the employee will be transferred to an unassigned status wherever possible, and upon return will be entitled to a position in the classification he/she

held upon leaving, but not necessarily the same position. Year-for-year salary credit will be granted.

12.9.5.6 Educational Improvement

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

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

12.9.5.7 Tragedy Personal Necessity Leave

A long term personal necessity leave of absence, not to exceed ninety (90) days, may be provided to an employee who experiences a serious tragedy within his/her immediate family. For purposes of this section, "immediate family" shall be defined to include parent, sibling, spouse, child, or any relative living in the immediate household of the unit member.

An employee's compensation during such leave shall be equivalent to the employee's regular salary and fringe benefits minus the amount necessary to pay a substitute whether or not a substitute is employed to replace the unit member while on leave.

12.9.6 District Notification

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

12.9.7 Reinstatement From Leave

Upon the expiration of a leave of absence, an employee shall be reinstated in his/her former classification if such classification still exists, or a similar classification for a position which is vacant and for which the employee is qualified, and which does not constitute a promotion.

12.9.9 Failure to Return From Leave

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

12.9.10 Health/Welfare Benefits While on Leave

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

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

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

12.10 *Paid Holidays

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

*See current years calendar for actual day on which the paid holiday will fall.

12.10.1 Eligibility

- 12.10.1.1 All employees will be entitled to payment for Board authorized holidays, provided they are in paid status during any portion of the day immediately preceding or succeeding the holiday.
- 12.10.1.2 Employees who are not assigned to duty during the Winter or Spring recess shall be paid for any Board authorized holidays during this period provided that they were in a paid status during any portion of the working day of their normal assignment immediately preceding or following the Winter or Spring recess.
- 12.10.1.3 When a holiday falls on Sunday, the following Monday will be observed. When a holiday falls on Saturday, the preceding Friday will be observed.

12.11 Catastrophic Leave (Board Policy 6602, 6602-R)

Employees may participate in the District Catastrophic Leave Program by irrevocably donating accrued sick leave credits for an employee who experiences a catastrophic personal illness or injury. Donations made under the Catastrophic Leave Program shall be strictly voluntary.

12.11.1 Definitions:

- 12.11.1.1 "Catastrophic illness or injury" means an illness or non-work related injury due to an accident that is expected to incapacitate the employee for an extended period of time involving or resulting in substantial, often ruinous, medical expense and creates a financial hardship for the employee because he/she has exhausted all of his/her sick leave and other paid time off with the exception of extended illness leave.
- 12.11.1.2 "Eligible leave credits" are sick leave days accrued by the donating employee and donated to the Catastrophic Leave Program.
- 12.11.1.3 The "Sick Leave Bank" or "Bank" shall be comprised of donated eligible leave credits.
- 12.11.1.4 The "Open Enrollment Period" shall take place annually during the month of October each year.
- 12.11.1.5 The "Sick Leave Bank Committee" or "Committee" shall oversee the operation of the Sick Leave Bank. The Committee shall consist of one voting member from each of the following groups: Anaheim Personnel and Guidance Association (APGA); California School Employees Association (CSEA); American Federation of State, County and Municipal Employees (AFSCME); and the Mid-Managers Association, Anaheim Leadership Team Association (ALTA). There will be two voting members from the Anaheim Secondary Teachers Association (ASTA). Also included will be one voting representative from the District Administration designated by the Superintendent.
- 12.11.1.6 "Enrolled Member" means a qualified permanent employee who has enrolled in the Catastrophic Leave Program.

- 12.11.2 The Board adopted the following rules and regulations for the administration of this policy, including, but not limited to the following:
- 12.11.2.1 Participation in the Catastrophic Leave Program shall be voluntary, but permitted for all permanent employees who are eligible for extended sick leave benefits.
 - 12.11.2.2 To become an Enrolled Member in the program, a permanent employee must initially donate one sick leave day. Enrolled Members must then donate one sick leave day per year during the Open Enrollment Period to maintain eligibility.
 - 12.11.2.3 The Sick Leave Bank is available to all Enrolled Members for use during their work year. (Enrolled Members who are 12 month employees may apply to use the Sick Leave Bank year round. All other Enrolled Members are eligible according to their regular work year.)
 - 12.11.2.4 Employees, who elect not to enroll in the Catastrophic Leave Program upon first becoming eligible, must wait sixty (60) duty days after their enrollment to become eligible to withdraw from the Bank.
 - 12.11.2.5 The Sick Leave Bank must not be used concurrently with the extended illness leave benefit. Leave shall be taken in the following order: (1) sick leave, (2) catastrophic leave, (3) extended illness leave.
 - 12.11.2.6 The maximum amount of time for which donated eligible leave credits may be used is twenty-five (25) days for any one catastrophic illness. The lifetime benefits from this policy may not exceed a total of fifty (50) days.
 - 12.11.2.7 This Catastrophic Leave Program may not be used if the Enrolled Member applies for or has purchased any other benefit or disability insurance program or income protection program either public or private unless the total benefit is less than 100% of the employee's basic salary. Enrolled Members having any additional income benefit must apply for that benefit before they are considered eligible for the Catastrophic Leave Program.
 - 12.11.2.8 The receipt of a donated eligible leave credit through the Catastrophic Leave Program as defined herein, when combined with other district income, or income protection plan, shall not provide the recipient with a greater monthly District income/fringe benefit contribution than he/she received immediately prior to the receipt of catastrophic sick leave.
 - 12.11.2.9 An Enrolled Member who receives donated eligible leave credits shall use any leave credits, including vacation, that he/she continues to accrue on a monthly basis prior to receiving/using additional donated eligible leave credits from the Sick Leave Bank.
 - 12.11.2.10 Requests for donated eligible leave credits from the Sick Leave Bank must be made in increments of five (5) days.
 - 12.11.2.11 If more than one Enrolled Member applicant is being considered at the same time and there are not enough days in the Bank to fill each request, the available days will

be divided equally or proportionately, as is consistent with the requests, between and among the Enrolled Member applicants. In this instance, additional donations of eligible leave credits may be accepted.

12.11.2.12 Direct Donations

Notwithstanding any other provision of Section 12.11 or its subsections, an Enrolled Member may donate eligible leave credit directly to another Enrolled Member at any time during the year when, but only when, (1) the Sick Leave Bank does not have enough donated eligible leave credits to fill an Enrolled Member's request as described in Subsection 12.11.2.9, or (2) an Enrolled Member has reached the maximum amount of time for which donated eligible leave credits from the Sick Leave Bank may be used pursuant to Subsection 12.11.2.5. In the event that an Enrolled Member has reached the maximum amount of time for which donated eligible leave credits from the Sick Leave Bank may be used, the Enrolled Member may receive a maximum of 25 directly donated eligible leave credits per incident from another Enrolled Member for a lifetime maximum of 50 directly donated eligible leave credits.

- 12.11.2.13 Any fraudulent or inappropriate use of the Catastrophic Leave Program by an Enrolled Member will result in the Enrolled Member's return of all eligible leave credits to the Bank. The Enrolled Member will be responsible for returning any resulting overpayment of wages to the District.
- 12.11.2.14 Any unused eligible leave credits will be returned to the Bank at the end of an Enrolled Member's catastrophic leave period, including direct donations to specific employees as stated in 12.11.2.12.
- 12.11.2.15 The Enrolled Member must waive any and all claims against the Board, District and its officer and employees, arising from the administration of the Catastrophic Leave Program.
- 12.11.2.16 The Sick Leave Bank Committee will issue a report to all employees of the status of the Sick Leave Bank each semester.

12.11.3 Donating to the Sick Leave Bank:

- 12.11.3.1 Any permanent employee on paid duty status shall be eligible to participate with a minimum annual deposit of one (1) eligible leave credit.
- 12.11.3.2 All transfers of eligible leave credits are irrevocable.
- 12.11.3.3 Enrolled Members may donate up to three (3) full days of eligible leave credits per school year.
- 12.11.3.4 Enrolled Members must have at least eight (8) days of accrued sick leave remaining for their own use after donating to the Sick Leave Bank. Any request for an exception to this provision must be submitted in writing and approved by the Superintendent or designee.
- 12.11.3.5 Donations to the Sick Leave Bank are general donations.

12.11.3.6 When and if the eligible leave credits in the Sick Leave bank reach a total of 2,000 actual days, the Committee may suspend donations for one (1) year for all existing Enrolled Members. Employees seeking to become new Enrolled Members, however, must still donate at least one (1) eligible leave credit to enter the Catastrophic Leave Program.

12.11.4 Utilizing Credits from the Sick Leave Bank:

Eligible leave credits may be requested, in writing to the Assistant Superintendent, Human Resources, from the Sick Leave Bank for a catastrophic illness or injury if all of the following requirements are met:

12.11.4.1 The employee must be an Enrolled Member before requesting donated eligible leave credits.

12.11.4.2 The Enrolled Member must provide verification of catastrophic illness or injury as required by the Superintendent or designee Board.

12.11.4.3 The verification of catastrophic illness or injury must come in the form of a written medical statement from the attending physician indicating the incapacitating nature and probable duration of the illness or injury.

12.11.4.4 The Superintendent or designee may require verification of the need for catastrophic leave beyond the evidence of a doctor's certification and shall have the authority to accept evidence from other sources.

12.11.4.5 The Sick Leave Bank Committee determines that the Enrolled Member is unable to work due to the Enrolled Member's catastrophic illness or injury.

12.11.4.6 The Enrolled Member has exhausted all accrued paid leave credits with the exception of extended illness leave.

12.11.4.7 At the start of the Sick Leave Bank withdrawal, voluntary deductions from the Enrolled Member's paycheck will be discontinued (except for AUHSD computer loan payments and health and life insurance payments.)

12.11.4.8 Conditions, Illnesses, and Injuries Not Covered:

Conditions, illnesses, or injuries resulting from the commission of a felony, elective cosmetic surgery, or stress are not covered. Conditions, illnesses, or injuries covered under Workers' Compensation Program, are also not covered.

ARTICLE 13: VACATIONS**13.1 Eligibility**

Permanent employees of the bargaining unit who have completed six (6) months of paid service as a regular probationary employee, or a restricted employee, shall accumulate vacation from their date of hire at the regular rate of pay earned at the time the vacation is commenced.

Probationary employees may take vacation as approved by their supervisor. Said vacation shall not become a vested right until the sixth (6th) month of employment is complete. Should an employee leave the District for any reason prior to being awarded permanent status, all used vacation will be repaid to the District.

13.2 Accrual

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

13.3 Number of Days

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

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

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

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

13.4 Additional Days

Employees with more than one (1) year of service in a paid status are entitled to working days of vacation with pay in each fiscal year, in addition to those set forth in 13.3, computed as follows:

1 additional day at the start of the 2 nd year
2 additional days at the start of the 4 th year
3 additional days at the start of the 5 th year
4 additional days at the start of the 6 th year
4 additional days at the start of the 7 th year
5 additional days at the start of the 8 th year
6 additional days at the start of the 9 th year
6 additional days at the start of the 10 th year
7 additional days at the start of the 11 th year

7 additional days at the start of the 12th year
 8 additional days at the start of the 13th year
 8 additional days at the start of the 14th year
 9 additional days at the start of the 15th year
 10 additional days at the start of the 16th year
 11 additional days at the start of the 17th year

13.5 Use of Days

Earned vacation shall be taken only at times which are mutually agreeable to the employee and his/her supervisor. Employees are encouraged to take vacation at times that have the least impact to the operations of the district and school site. Supervisors will consider reasonableness and impact of essential services to staff and students when approving vacation requests.

Employees are expected to attain approval of vacation days prior to making vacation plans.

13.6 Accumulation of Days

All vacation days earned by all monthly full-time permanent employees with less than five (5) years of service must be taken within twelve (12) months following the period in which it is earned and may not be accumulated beyond this period. All monthly full-time permanent employees, after five (5) years of service may "save" up to six (6) days of vacation earned during the preceding year to be used within the following year for an extended vacation, not to exceed twenty-nine (29) working days under adopted regulations regarding vacations.

13.7 Vacation Schedules

During the first working month of each school/fiscal year, permanent employees and the supervisor shall meet and mutually agree to a vacation schedule for that school/fiscal year. Changes to the vacation calendar may be amended throughout the year utilizing the same approval process as stated in 13.5. If the employee is not permitted to take his/her full annual vacation, the amount not taken shall accumulate for use in the next year or be paid for, in cash, at the option of the employee for the days that exceed their cap.

The employee may be granted vacation during the school year, even though not earned at the time the vacation is taken, with the approval of the immediate supervisor.

13.8 Termination of Vacation

In case of termination, vacation time owed the District shall be deducted from the final paycheck.

13.9 Interruption of Vacation

An employee in the bargaining unit shall be permitted to interrupt or terminate vacation leave in order to begin another type of paid leave provided by this Agreement without a return to action service, provided the employee supplies notice and supporting information regarding the basis for such interruption or termination. A doctor's written

verification of illness will be required in order to commence illness leave under this provision.

13.10 Upon Separation

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

13.11 Holiday During Vacation

When a holiday falls during the scheduled vacation day of any bargaining unit employee, such employee shall be granted an additional day's vacation and pay for each holiday falling within that period.

13.12 Fall, Winter and Spring Break

For the purposes of this Article, the District office shall be open for business during the Fall, Winter and Spring break. Employees who choose to work during the Fall, Winter and Spring break may do so in their own job classification, and at their own work sites except when a work safety issue is presented. Employees are encouraged to schedule vacations during periods when students are not in session.

ARTICLE 14: ASSOCIATION RIGHTS**14.1 Released Time - Association Business**

Upon twenty-four (24) hours prior notice to the District and authorization by the President of the Association, the Association shall be provided a maximum of thirty-five (35) days each fiscal year of released time for the purpose of conducting Association business. These days shall be taken in minimum increments of one (1) full day.

14.2 Released Time - Negotiations

During each school year when negotiations are in progress, and following prior notice and scheduled coordination with the immediate supervising administrator, seven (7) authorized representatives of the CSEA bargaining unit shall be granted a maximum of seven (7) full days of released time each without loss of compensation for the purpose of meeting and negotiating. This released time shall be taken in minimum increments of one (1) full day. Additional days may be granted, if necessary, upon mutual agreement of the parties and with approval of the Superintendent.

Members of the CSEA bargaining team shall be responsible for notifying their immediate supervisors of meeting times and dates and requesting released time one (1) day prior to scheduled negotiations meetings. Only in cases of emergency or hardship as defined by the immediate supervisor may an employee's request be refused.

14.3 Access

Authorized Association representatives shall, in accordance with the conditions noted herein, have the right of reasonable access to District facilities for the purpose of contacting employees and transacting lawful Association business. Upon arriving at a school site, any such representative shall first report to the office of the site administrator to announce his/her presence and the intended purpose of the visit.

14.4 Seniority Roster

Upon request, CSEA will be provided at a reasonable cost a complete seniority roster of all bargaining employees.

14.5 Employee Roster

On or before November 15 of each school year, CSEA will be provided a complete roster of all bargaining employees containing the employee's current classification, location, date of hire, home address, phone number and month of birth.

ARTICLE 15: SEPARABILITY AND SAVINGS

- 15.1 If any provision of this Agreement should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any provision should be restrained by any tribunal of competent jurisdiction pending a final determination as to its validity, the remainder of this Agreement or the application of such Article or section as to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.
- 15.2 If any such decision or change in law occurs the parties hereto shall, upon request within ten (10) working days, commence meeting and negotiating with respect to the means of compliance therewith and/or negotiate a new article(s) to replace the invalidated article(s).

ARTICLE 16: ENTIRE AGREEMENT

The District and the Association (CSEA) shall be bound by those terms which are expressly and explicitly set forth in this agreement. Any past practices or understandings between the Association (CSEA) and the district that are within the scope of bargaining as set forth in Government Code section 3543.2 shall not be subject to modification without negotiations between the Association (CSEA) and the District.

ARTICLE 17: PUBLICATION OF AGREEMENT

- 17.1 The District shall make this Agreement and updates to this agreement available on the District website. The District will provide, upon request and without charge, a copy of this Agreement to any employee in the bargaining unit. At the time of employment, any employee who becomes a member of the bargaining unit after execution of the Agreement, shall be notified in writing of the availability of this Agreement on the District website and their right to receive a written copy of this Agreement without charge. Written changes agreed to by the parties of this Agreement during the life of this Agreement will also be available on the District website and upon request by any employee.
- 17.2 Each year, CSEA will be provided with printed copies of this Agreement equal to 10% of the total membership.
- 17.3 The Association shall have the opportunity to appear at orientation meetings to explain how the Association functions.

ARTICLE 18: DURATION AND REOPENERS

This Agreement shall become effective on July 1, 2017 and remain in full force and effect up to and including June 30, 2020 and thereafter shall continue in effect year-by-year unless one of the parties has been notified by the other in writing of its intent to terminate.

During the 2018-19 contract year, all articles shall be open for negotiations. During the 2019-20 contract year, the subjects of Article 2: Health and Welfare, and Article 11: Wages and Items Related to Wages, shall be open for negotiations.

In addition to these articles referenced above, CSEA and the District shall each have the option of opening one (1) other article of their choosing. These topics will be the only subjects of negotiations.


It is understood that other provisions of the Agreement shall remain in full force and effect for the years 2017-2018, 2018-2019 and 2019-2020 notwithstanding the results of the limited re-opener of negotiations as outlined above.

This Agreement is dated: November 13, 2018

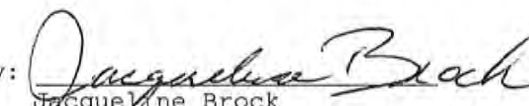
Agreement for 2017-2020 / Board Approved December 13, 2018

ANAHEIM UNION HIGH SCHOOL DISTRICT

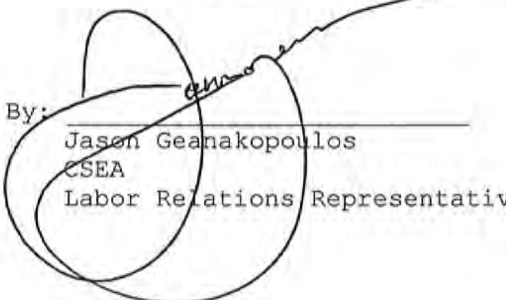
CALIFORNIA SCHOOL EMPLOYEES
ASSOCIATION, CHAPTER 74

By: 

Brad Jackson
Assistant Superintendent,
Human Resources

By: 

Jacqueline Brock
CSEA President

By: 

Jason Geanakopoulos
CSEA
Labor Relations Representative

ANAHEIM UNION HIGH SCHOOL DISTRICT
 CALIFORNIA SCHOOL EMPLOYEE ASSOCIATION (CSEA)
 2019/2020 SALARY SCHEDULE
 Effective 7/1/19 - BOT Approved on 9/15/20

Salary Range	Position Title	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	
41	CAMPUS SAFETY AIDE	2,817.00	2,930.00	3,053.00	3,171.00	3,296.00	3,432.00	3,497.00	3,569.00	3,640.00	3,712.00	Monthly
		15.99	16.64	17.35	18.00	18.73	19.50	19.88	20.27	20.67	21.08	Hourly
43	INSTR ASSISTANT	2,957.00	3,081.00	3,207.00	3,332.00	3,465.00	3,609.00	3,677.00	3,747.00	3,823.00	3,900.00	Monthly
	INSTR ASSISTANT-SPECIALIZED ACADEMIC INSTR	16.80	17.51	18.22	18.92	19.69	20.50	20.90	21.29	21.72	22.15	Hourly
	OFFICE ASSISTANT											
	PUBLIC INFORMATION ASSISTANT											
47	COMPUTER LAB ASSISTANT	3,260.00	3,393.00	3,524.00	3,674.00	3,817.00	3,970.00	4,049.00	4,129.00	4,216.00	4,292.00	Monthly
	INSTR ASST-BILINGUAL (SPANISH)	18.51	19.28	20.01	20.87	21.69	22.58	23.00	23.45	23.95	24.41	Hourly
	INSTR ASST-BILINGUAL (VIETNAMESE)											
	INSTR ASST-BILINGUAL (KOREAN)											
	INSTR ASST-BILINGUAL (ARABIC)											
	INSTR ASST-BILINGUAL (ROMANIAN)											
	INSTR ASST-SPEC ACADEMIC INSTRUCTION-BIL											
	INSTR ASST - STUDENT/PARENT LIAISON-BIL											
	OFFICE ASSISTANT-BILINGUAL											
	SCHOOL COMMUNITY LIAISON											
49		3,429.00	3,568.00	3,701.00	3,855.00	4,012.00	4,173.00	4,250.00	4,341.00	4,424.00	4,508.00	Monthly
		19.48	20.27	21.02	21.90	22.79	23.73	24.15	24.68	25.14	25.63	Hourly
51	CHILD WELFARE & ATTENDANCE LIAISON	3,599.00	3,739.00	3,896.00	4,047.00	4,212.00	4,377.00	4,461.00	4,559.00	4,643.00	4,744.00	Monthly
	DISTRICT RECEPTIONIST	20.44	21.27	22.13	22.99	23.94	24.88	25.35	25.89	26.39	26.95	Hourly
	FACILITIES PLANNING ASSISTANT											
	HEALTH SERVICES TECHNICIAN I											
	INSTR ASST - ADULT TRANSITION											
	INSTR ASST - BEHAVIORAL SUPPORT											
	INSTR ASST - MATHEMATICS											
	INSTR ASST - MED FRAGILE/ORTHO IMPAIRED											
	INSTR ASST - SPECIAL ABILITIES											
	INSTR ASST - SPEC (D/HH or VI)											
	LANGUAGE TESTING ASSISTANT											
	PUBLICATIONS TECHNICIAN											
	SCHOOL LIBRARY/MEDIA TECHNICIAN											
	SECRETARY - ATTENDANCE											
	SECRETARY - PROGRAM SUPPORT											
	SECRETARY - REGISTRAR/RECORDS											
	SECRETARY - SCHOOL SUPPORT											
	WORKABILITY PLACEMENT ASSISTANT											
53	SECRETARY-BILING/ATTENDANCE	3,783.00	3,927.00	4,084.00	4,248.00	4,422.00	4,600.00	4,686.00	4,783.00	4,874.00	4,975.00	Monthly
	SECRETARY-BILING/PROGRAM SUPPORT	21.49	22.31	23.21	24.14	25.13	26.13	26.64	27.19	27.70	28.28	Hourly
	SECRETARY-BILING/REGISTRAR-RECORDS											
	SECRETARY-BILING/SCHOOL SUPPORT											
	TRANSLATOR											
BOT 68												

ANAHEIM UNION HIGH SCHOOL DISTRICT
CALIFORNIA SCHOOL EMPLOYEE ASSOCIATION (CSEA)
2019/2020 SALARY SCHEDULE
Effective 7/1/19 - BOT Approved on 9/15/20

Salary Range	Position Title	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	
54		3886.00 22.09	4049.00 23.00	4212.00 23.94	4387.00 24.92	4561.00 25.90	4747.00 26.96	4839.00 27.52	4943.00 28.08	5040.00 28.65	5149.00 29.26	Monthly Hourly
55	ASB ACCOUNT TECHNICIAN BRAILLE TRANSCRIBER INFORMATION SYSTEMS TECHNICIAN JOB DEVELOPER / JOB COACH LICENSED VOCATIONAL NURSE SIGN LANGUAGE INTERPRETER	3,969.00 22.57	4,125.00 23.44	4,289.00 24.38	4,461.00 25.35	4,641.00 26.39	4,827.00 27.43	4,919.00 27.96	5,020.00 28.52	5,119.00 29.08	5,225.00 29.69	Monthly Hourly
56	FAMILY & COMMUNITY ENGAGEMENT SPECIALIST	4,071.00	4,227.00	4,398.00	4,573.00	4,757.00	4,946.00	5,045.00	5,148.00	5,250.00	5,357.00	Monthly
57	ACCOUNTING TECHNICIAN ADMINISTRATIVE ASSISTANT ATHLETIC TRAINER BENEFITS TECHNICIAN BUSINESS TECHNICIAN CREDENTIALS TECHNICIAN HUMAN RESOURCES TECHNICIAN PAYROLL TECHNICIAN RISK MANAGEMENT TECHNICIAN SPEECH LANGUAGE PATHOLOGY ASSISTANT	4,172.00 23.71	4,330.00 24.59	4,505.00 25.62	4,684.00 26.63	4,871.00 27.67	5,064.00 28.77	5,170.00 29.37	5,275.00 29.99	5,380.00 30.57	5,486.00 31.17	Monthly Hourly
59	ADMINISTRATIVE ASSISTANT BILINGUAL INFORMATION SYSTEMS SPECIALIST I LANGUAGE PROGRAM TECHNICIAN LEGAL ADMINISTRATIVE ASSISTANT SR ACCOUNTING TECHNICIAN SR BUDGET TECHNICIAN SR ADMINISTRATIVE ASSISTANT PROGRAM SUPPORT SR ADMINISTRATIVE ASSISTANT SCHOOL SUPPORT SR ADMINISTRATIVE PROCUREMENT ASSISTANT SR CREDENTIAL TECHNICIAN SR PAYROLL TECHNICIAN	4,374.00 24.86	4,551.00 25.87	4,729.00 26.87	4,918.00 27.95	5,116.00 29.07	5,321.00 30.23	5,427.00 30.84	5,537.00 31.46	5,647.00 32.10	5,757.00 32.71	Monthly Hourly
61	FOOD SERVICE TECHNICIAN SR ADMIN ASST SCHOOL SUPPORT / BILINGUAL SR ADMIN ASST PROGRAM SUPPORT / BILINGUAL	4,590.00 26.08	4,775.00 27.14	4,964.00 28.21	5,166.00 29.34	5,377.00 30.55	5,583.00 31.73	5,696.00 32.36	5,811.00 33.03	5,926.00 33.69	6,047.00 34.36	Monthly Hourly
62	ASSESSMENT/EVALUATION TECHNICIAN BENEFITS SPECIALIST PARENT INVOLVEMENT SPECIALIST WEBMASTER (4/1/18)	4,783.00 27.19	4,980.00 28.29	5,178.00 29.41	5,385.00 30.60	5,598.00 31.81	5,825.00 33.10	5,947.00 33.79	6,066.00 34.46	6,193.00 35.20	6,313.00 35.88	Monthly Hourly
63	BEHAVIOR INTERVENTION SPECIALIST BUYER FOOD SERVICE ACCOUNTING SPECIALIST	4,824.00 27.83	5,012.00 28.91	5,212.00 30.07	5,426.00 31.31	5,642.00 32.55	5,863.00 33.83	5,983.00 34.52	6,101.00 35.21	6,225.00 35.91	6,351.00 36.64	Monthly Hourly
BOT 69												MONTHLY HOURLY

ANAHEIM UNION HIGH SCHOOL DISTRICT
 CALIFORNIA SCHOOL EMPLOYEE ASSOCIATION (CSEA)
 2019/2020 SALARY SCHEDULE
 Effective 7/1/19 - BOT Approved on 9/15/20

Salary Range	Position Title	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	
65	ART DESIGNER	5,067.00 28.77	5,270.00 29.90	5,481.00 31.10	5,700.00 32.37	5,926.00 33.68	6,166.00 34.99	6,288.00 35.71	6,414.00 36.40	6,543.00 37.14	6,673.00 37.90	Monthly Hourly
66	PROCUREMENT CONTRACT SPECIALIST	5,206.00	5,414.00	5,631.00	5,856.00	6,090.00	6,334.00	6,462.00	6,591.00	6,721.00	6,855.00	Monthly
68	INFORMATION SYSTEMS ANALYST	5,484.00	5,702.00	5,933.00	6,170.00	6,417.00	6,673.00	6,807.00	6,943.00	7,081.00	7,222.00	Monthly
75	NETWORK ANALYST PROGRAMMER ANALYST	6,460.00 36.71	6,713.00 38.15	6,988.00 39.70	7,267.00 41.30	7,559.00 42.95	7,860.00 44.65	8,013.00 45.51	8,173.00 46.43	8,340.00 47.40	8,506.00 48.34	Monthly Hourly
76	SYSTEMS ADMINISTRATOR	6,789.00 38.57	7,054.00 40.09	7,335.00 41.68	7,628.00 43.34	7,930.00 45.05	8,253.00 46.88	8,414.00 47.81	8,586.00 48.77	8,762.00 49.78	8,935.00 50.76	Monthly Hourly

Unit members will be eligible for long service recognition (longevity) upon the completion of ten (10) years of service in the Anaheim Union High School District under the following plan:

- Each longevity step stands on its own and is not cumulative nor compounded. Longevity:
- 2% plus \$536 after ten (10) years of service with AUHSD
- 4% plus \$1593 additional after fifteen (15) years of service with AUHSD
- 7% plus \$2,933 additional after twenty (20) years of service with AUHSD
- 10% plus \$3,826 additional after twenty-five (25) years of service with AUHSD
- 12% plus \$3,826 additional after thirty (30) years of service with AUHSD

Each longevity step stands on its own and is not cumulative nor compounded. Longevity: Percentages and flat rates stand alone. They are not added together or compounded.

Bilingual stipend and Nightwork differential: \$139.00

MEMORANDUM OF UNDERSTANDING

Between the

Anaheim Union High School District

And the

California School Employees Association (CSEA)

CSEA/AUHSD Effects of Layoffs for 2008-09 School Year.


This agreement applies to employees who were affected by the layoffs for the 2009-10 school year.

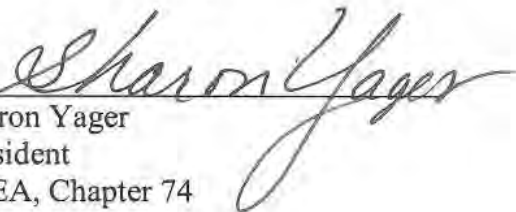
1. **District-paid Leave for Seeking Employment** – The district would waive 12.7.3 and allow employees to use their Personal Necessity days for the purpose of seeking employment including the two days of PN which are not counted against the employee.
2. **Workload** – The district and CSEA agree that employees who perform work that was previously performed by an employee whose position has been eliminated shall not be required or expected to work beyond their established work day or be disciplined or negatively evaluated due to an unreasonable workload. CSEA members will also not be required to perform work that is outside of their classification. The district agrees not to use volunteers, outside agencies or sub-contractors to perform the work of employees who were laid off.
3. **Provisional Positions** – After all employees have been offered re-employment or displacement rights within the open classification, unit members of other classifications who have been laid off shall have the first opportunity, to fill provisional positions and limited term positions in any classification as long as they “meet minimum qualifications” of the position as stated in 11.20.8 of the contract. Minimum qualifications will be determined using established procedures.
4. **Bilingual Instructional Aides** – Bilingual IAs who are laid off shall be re-employed to any vacancy in regular instructional aide position after all regular IAs have been offered re-employment or displacement rights within the open classification per 11.20.8 of the contract.
5. **Site Secretary** – The five site secretary positions that were eliminated at the March 5 board meeting were brought to the board on June 4 for approval to rescind the eliminations. CSEA and the district agree to work together to implement a plan to address the problems within this classification prior to consideration of layoffs that affect this classification.
6. **Reduction of Hours, Days, Weeks, Months** – Any unit members who are reduced in hours, days, weeks, or months shall be reinstated to their levels of hours, days, weeks, or months when the District’s Second Interim Report reaches the same Total Deficit Base Revenue Limit (BRL) x Average Daily Attendance (ADA) (specifically, BRL multiplied by ADA) level of funding that the district received on the Second Interim Report in 2007-2008. Reinstatement shall be contingent on agreement by the parties through negotiations based on staffing needs.

This agreement is dated: 8/20/09

For the District:

For the California School Employees
Association (CSEA):


Russell Lee-Sung
Assistant Superintendent
Human Resources


Sharon Yager
President
CSEA, Chapter 74

MEMORANDUM OF UNDERSTANDING
Between the
Anaheim Union High School District
And the
California School Employees Association (CSEA)

CSEA/AUHSD Effects of Layoffs for 2010-2011 school year

1. **District-paid Leave for Seeking Employment** – The District would waive 12.7.3 and allow employees to use their Personal Necessity days for the purpose of seeking employment.
2. **Workload** – The District and CSEA agree that employees who perform work that was previously performed by an employee whose position has been eliminated shall not be required or expected to work beyond their established work day or be disciplined or negatively evaluated due to an unreasonable workload. CSEA members will also not be required to perform work that is outside of their classification. The District agrees not to use volunteers, outside agencies or sub-contractors to perform the work of employees who were laid off.
3. **Provisional Positions** – After all employees have been offered re-employment or displacement rights within the open classification, unit members of other classifications who have been laid off shall have the first opportunity, to fill provisional positions and limited term positions in any classification as long as they “meet minimum qualifications” of the position as stated in 11.20.8 of the contract. Minimum qualifications will be determined using established procedures.
4. **Reduction of Hours, Days, Weeks, Months** – Any unit members who are reduced in hours, days, weeks, or months shall be reinstated to their levels of hours, days, weeks, or months when the District’s Second Interim Report reaches the same Total Deficit Base Revenue Limit (BRL) x Average Daily Attendance (ADA) (specifically, BRL multiplied by ADA) level of funding that the District received on the Second Interim Report in 2007-2008. Reinstatement shall be contingent on agreement by the parties through negotiations based on staffing needs.
5. **Instructional Assistants Severely Handicapped and Special Education** – Instructional Assistant SH/SE who were reduced from 10.1 months to 9 months shall be returned to 10.1 months in their position when summer school and Extended School Year (ESY) are fully restored.
6. **Extended School Year (ESY)**- Instructional Assistants who are needed for the ESY program during the month of July, 2010, will be assigned in the following manner:
 - First, Instructional Assistant SH employees who are 1:1 with their student and that student is attending the ESY program shall be placed with their student.
 - Second, Instructional Assistants SH employees who are trained in specific specialized behavioral programs shall be placed in those programs with their students before other Instructional Assistants SH.
 - Third, Instructional Assistants SH employees who were reduced from 10.1 to 9 months at Hope and CDS shall be offered employment for ESY program in the month of July, 2010 at the Hope and Loara school site based on seniority.

7. **Secretary Classifications** – Employees in the classifications of secretary who were either laid off or displaced and transferred to a lower classification shall maintain their seniority from the effective date to when they are reinstated to any secretary classification. The employees in the secretary classification shall not be penalized for unpaid leave caused by layoff or displacement or lose seniority in the secretary classifications due to moving to a lower classification.

8. **Floating Furlough Day**

One of the seven furlough days previously agreed to by CSEA and the district will be a floating furlough day which shall be used at the unit member's discretion. Any request which does not create an undue hardship at the work site shall not be denied by the unit member's supervisor.

Scheduling of the floating furlough day shall occur at the beginning of the school year at the same time as vacation is scheduled.

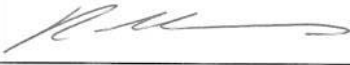
If there is a conflict which involves another unit member's scheduling on the same day, seniority shall be the determining factor in awarding the day.

If the unit member is denied on the basis of undue hardship and another day is not mutually agreed upon, the unit member shall have the right to appeal to the Assistant Superintendent of Human Resources.


This agreement is dated: 5/26/10

For the District:

For California School Employees Association
(CSEA):



Russell Lee-Sung
Assistant Superintendent
Human Resources



Sharon Yager
President
CSEA, Chapter 74



MEMORANDUM OF UNDERSTANDING

Between the

Anaheim Union High School District (AUHSD)

And the

California School Employees Association (CSEA)

CSEA/AUHSD Effects of Layoffs for 2011-2012 school year

1. **District-paid Leave for Seeking Employment** – The District would waive 12.7.3 and allow employees to use their Personal Necessity days for the purpose of seeking employment.
2. **Workload** – The District and CSEA agree that employees who perform work that was previously performed by an employee whose position has been eliminated shall not be required or expected to work beyond their established work day or be disciplined or negatively evaluated due to an unreasonable workload. CSEA members will also not be required to perform work that is outside of their classification. The District agrees not to use volunteers, outside agencies or sub-contractors to perform the work of employees who were laid off.
3. **Provisional Positions** – After all employees have been offered re-employment or displacement rights within the open classification, unit members of other classifications who have been laid off shall have the first opportunity, to fill provisional positions and limited term positions in any classification as long as they “meet minimum qualifications” of the position as stated in 11.20.8 of the contract. Minimum qualifications will be determined using established procedures.
4. **Reduction of Hours, Days, Weeks, Months** – Any unit members who are reduced in hours, days, weeks, or months shall be reinstated to their levels of hours, days, weeks, or months when the District’s Second Interim Report reaches the same Total Deficit Base Revenue Limit (BRL) x Average Daily Attendance (ADA) (specifically, BRL multiplied by ADA) level of funding that the District received on the Second Interim Report in 2007-2008. Reinstatement shall be contingent on agreement by the parties through negotiations based on staffing needs.



Extended School Year (ESY)- Instructional Assistants who are needed for the ESY program during the month of July, 2011, will be assigned in the following manner:

- First, Instructional Assistant-SH employees who are 1:1 with their student and that student is attending the ESY program shall be placed with their student.
- Second, Instructional Assistant-SH employees who are trained in specific specialized behavioral programs shall be placed in those programs with their students before other Instructional Assistants-SH.
- Third, Instructional Assistant-SH employees who were reduced from 10.1 to 9 months at Hope and CDS shall be offered employment for ESY program in the month of July, 2011 at the Hope and Loara school site based on seniority.
- Fourth, any remaining ESY Instructional Assistant-SH positions shall be offered to the other Instructional Assistant-SH in the District by seniority.

This agreement is dated: June 13, 2011

For the District:

For California School Employees Association
(CSEA):

Russell Lee-Sung
Assistant Superintendent
Human Resources

Sharon Yager
CSEA, Chapter 74
President

Ken Ball
CSEA
LRR

MEMORANDUM OF UNDERSTANDING

Between the

Anaheim Union High School District (AUHSD)

And the

California School Employees Association (CSEA)

CSEA/AUHSD Effects of Layoffs for 2012-2013 school year

1. **District-paid Leave for Seeking Employment** – The District would waive 12.7.3 and allow employees to use their Personal Necessity days for the purpose of seeking employment.
2. **Workload** – The District and CSEA agree that employees who perform work that was previously performed by an employee whose position has been eliminated shall not be required or expected to work beyond their established work day or be disciplined or negatively evaluated due to an unreasonable workload. CSEA members will also not be required to perform work that is outside of their classification. The District agrees not to use volunteers, outside agencies or sub-contractors to perform the work of employees who were laid off.
3. **Provisional Positions** – After all employees have been offered re-employment or displacement rights within the open classification, unit members of other classifications who have been laid off shall have the first opportunity, to fill provisional positions and limited term positions in any classification as long as they “meet minimum qualifications” of the position as stated in 11.20.8 of the contract. Minimum qualifications will be determined using established procedures.
4. **Reduction of Hours, Days, Weeks, Months** – Any unit members who are reduced in hours, days, weeks, or months shall be reinstated to their levels of hours, days, weeks, or months when the District’s Second Interim Report reaches the same Total Deficit Base Revenue Limit (BRL) x Average Daily Attendance (ADA) (specifically, BRL multiplied by ADA) level of funding that the District received on the Second Interim Report in 2007-2008. Reinstatement shall be contingent on agreement by the parties through negotiations based on staffing needs.

Extended School Year (ESY)- Instructional Assistants who are needed for the ESY program during the month of July, 2012, will be assigned in the following manner:

- First, Special Education Instructional Assistant employees who are 1:1 with their student and that student is attending the ESY program shall be placed with their student.
- Second, Special Education Instructional Assistant employees who are trained in specific specialized behavioral programs shall be placed in those programs with their students before other Instructional Assistants.
- Third, Special Education Instructional Assistant employees who were reduced from 10.1 to 9 months at Hope and CDS shall be offered employment for ESY program in the month of July, 2012 at the Hope and Loara school site based on seniority.
- Fourth, any remaining ESY Special Education Instructional Assistant positions shall be offered to the other Special Education Instructional Assistant in the District by seniority.

This agreement is dated: June 28, 2012

For the District:

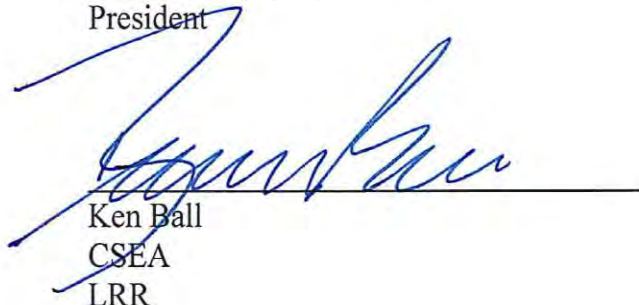


Russell Lee-Sung
Assistant Superintendent
Human Resources

For California School Employees Association
(CSEA):



Sharon Yager
CSEA, Chapter 74
President



Ken Ball
CSEA
LRR

MEMORANDUM OF UNDERSTANDING
Between the
Anaheim Union High School District
And the
California School Employees Association (CSEA)

This Memorandum of Understanding stipulates an agreement between Anaheim Union High School District (District) and the California School Employees Association (CSEA) related to Instructional Assistant Staffing to cover bus assignments and extended year instruction at Hope School.

Bus Supervision Assignment

The District agrees to increase the hours of the ten (10) most senior Instructional Assistant - Severely Handicapped personnel at Hope School to eight (8) hours per day, during the regular school year, beginning July 1, 2004. During extended year instruction beginning June 22, 2004, these employees will be "blue sheeted" to work one (1) hour before and one (1) hour after the school day. These employees will work in the classrooms and on the bus with students requiring additional assistance.

If due to enrollment or routing fluctuations, additional slots are necessary to cover bus supervision, the Principal will select employees to cover the additional assignment by seniority only as needed on a temporary (twenty one (21) days or less) basis only. Any assignment twenty two (22) days or more would be filled as a temporary position for the duration of the current school year.

This agreement will invalidate the "Bus Aide" Memorandum of Understanding dated May 6, 2002, providing a procedure of bidding for bus aide assignments, and make the additional hours permanent. Selection of employees to fill these assignments for initial placement will be by seniority. This is not intended to be precedent setting for any other selection processes in the future. Upon employee separation or transfer all other appointments will be made **IN ACCORDANCE TO MERIT RULES.**

All employees assigned to assist on the buses, and all eligible substitutes **MUST NOT HAVE RESTRICTED WORK DUTIES LIMITED THEIR ABILITIES TO ASSIST. ALL WILL BE** provided with training on care of the medically fragile by the School Nurse, with brush up training as needed. All employees assigned to assist on the buses, as well as all eligible substitutes will be provided with training by Transportation on the proper loading and unloading of students. These specially trained employees will share responsibility for loading the students on and assisting them off of the buses each day.

In the event the need for the number of bus routes mentioned above falls below the 10 most senior employees, CSEA and the District agree to meet and negotiate. CSEA, District, Employee and Supervisor will meet to discuss options.

Extended Year Assignment

The District agrees to increase the work year of all Instructional Assistant-Severely handicapped positions at Hope School to ten months and two days (10.1) beginning on June 22, 2004. These employees will work in their regular classrooms during extended year instruction. Hours will be dependent upon the program hours of "Extended Year" programs at Hope School. Non-Student days (during "Extended Year") will be non-work days for employees, but employees will be paid for the July 4th holiday each year.

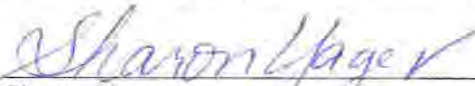
This agreement is dated: June 13, 2011

For the District:

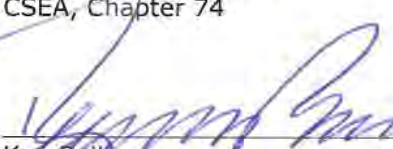


Russell Lee-Sung
Assistant Superintendent
Human Resources

For California School Employees Association (CSEA):



Sharon Yager
President
CSEA, Chapter 74



Ken Balk
CSEA
LRR

MEMORANDUM OF UNDERSTANDING

Between the

Anaheim Union High School District (AUHSD)

And the

California School Employees Association (CSEA)

Special Education Instructional Assistants

The California School Employees Association (CSEA) and the Anaheim Union High School District (AUHSD) jointly agree to the following changes in the hours and selection of special education instructional assistants. These changes will be a phase-in process over a five-year period.

The intent of this memorandum of understanding is to re-structure the staffing for special education instructional assistants to better meet the needs of the students and instructional staff, and to maintain an experienced and stable team of qualified instructional assistants.

Special education instructional assistants fall into three (3) categories: Instructional Assistant, Special Education (SE), Instructional Assistant, Special Education, Bilingual (SE-BIL), Instructional Assistant, Special Education, Severely Handicapped (SH)

The following changes will conceivably occur within a five-year period and through attrition.

1. Work Hours

- 1.1 Instructional Assistant, Special Education (SE) and Instructional Assistant, Special Education/Bilingual (SE-BIL), will have 5.75 hours.
- 1.2 Instructional Assistant, Severely Handicapped (SH) will have six (6) or more hours.

2. Staffing Guidelines

- 2.1 One (1) 5.75 hour Instructional Assistant, Special Education (SE) or Special Education Bilingual (SE-BIL) per each full time teacher, teaching with a mild/moderate credential, working in a classroom setting with students.
- 2.2 One (1) six (6) or more hour Instructional Assistant, Severely Handicapped (SH) per each full time teacher, teaching with a moderate/severe credential working with severely handicapped or emotionally disturbed students in a classroom setting. Additional Instructional Assistant, Severely Handicapped (SH) positions will be added to address unique circumstances and instructional needs at individual school sites. The Director of Special Youth Services will determine, jointly with school staff and support staff, the need for additional instructional assistants.

- 2.3 One-on-one assistants can be either Instructional Assistant, Special Education (SE) or Instructional Assistant, Special Education, Bilingual (SE-BIL), or Instructional Assistant, Severely Handicapped (SH) depending on the unique circumstances and instructional needs of the student requiring support. The Director of Special Youth Services will determine, jointly with school staff and support staff, the classification needed for one-on-one assistants.
 - 2.4 Responsibilities requiring additional hours, such as bus assistants, will be assigned to Instructional Assistant, Severely Handicapped (SH) employees.
 - 2.5 When determining which classification of instructional assistant is required for an assignment, it is understood that the appropriate classification is determined according to the duties that will be performed by that employee, and the alignment of said duties to the appropriate classification.
3. Vacancies
- 3.1 Instructional Assistant, Severely Handicapped (SH) & Instructional Assistant, Severely Handicapped, Bilingual (SH) positions will be posted and filled as a transfer and promotional opening. This allows interested Instructional Assistants (SE) to apply, test, and interview for the six (6) hour or higher positions with benefits. In the event that there are not a minimum of five (5) qualified candidates, the district may open the position to outside applicants.
 - 3.2 Qualified individuals desiring to transfer into an Instructional Assistant (SH) position may request a transfer and will be interviewed.
 - 3.3 Qualified individuals desiring to transfer into an Instructional Assistant, Special Education (SE) or Instructional Assistant, Special Education/Bilingual (SE-BIL) position may request a transfer and will be interviewed.
 - 3.4 Only NCLB compliant employees and applicants may apply or request a transfer to a position with increased hours and/or benefits.
 - 3.5 As instructional assistants vacate positions less than 5.75 or 6 hours, those positions will be phased out, and if deemed appropriate and necessary, will be replaced according to the new staffing guidelines as stated herein.
4. Grandfathering of Current Employees
- 4.1 All current instructional assistants who have health and welfare benefits shall continue to have health and welfare benefits as long as they continue in a position which, by contract language, is eligible for such benefits. The exception to this are employees who have accepted a temporary increase in hours which sunsets at the close of the 2006-2007 school year.

- 4.2 All current instructional assistants who are working less than 5.75 or 6 hours and prefer to remain in their current status, will not be penalized or forced to acquire additional hours or to interview for the increased hour positions.

This Memorandum of Understanding shall not be deemed as precedent setting or develop a district practice.

This agreement will sunset on June 30, 2017.

This agreement is dated: December 11, 2014



Russell Lee-Sung
Assistant Superintendent
Human Resources



Sharon Yager
President
CSEA, Chapter 74



Andrew Garofalo
Labor Relations Representative
CSEA

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE ANAHEIM UNION HIGH SCHOOL DISTRICT
AND CSEA, CHAPTER 74
REGARDING
COMPLIANCE WITH "NO CHILD LEFT BEHIND ACT of 2001"**

WHEREAS, representatives of the District and CSEA, Chapter 74, met and discussed the compliance issues surrounding the "No Child Left Behind Act of 2001" (hereinafter the "Act"), and California Education Code Section 45330;

AND, WHEREAS, this Memorandum of Understanding is for the purpose of resolving the impacts and effects of the bargaining unit "Title I" Instructional Assistants as a result of the District's requirement to comply with the Act and California Education Code Section 45330;

NOW, THEREFORE, the District and CSEA, Chapter 74, agree as follows:

1. Except as provided in paragraph #2 below, the parties agree that all Instructional Assistants (those employees directly involved in the instruction of students, regardless of their funding source) will be administered an assessment/test designed to meet the guidelines of the Act. The parties further agree that Instructional Assistants hired after January 8, 2002, have already met the requirements of the Act through procedures already in place in the district.
2. The parties agree that employees hired prior to January 8, 2002, who can demonstrate that they have attained an AA degree or higher, or who can demonstrate successful completion of at least 48 semester units of coursework at an institution of higher education shall be deemed qualified and will not be required to take the assessment/test.
3. The parties agree that this process is in the best interest of the employees and will ensure equity and transferability, as well as continue to foster the high esteem with which our classified employees are held.
4. The parties agree that the assessment/test being used meets the "rigorous" requirements of the Act and that the passing grade level of 13.0 for each section has been appropriately established.
5. The parties agree that the assessment/test shall be offered at no cost to the unit member. The parties further agree that unit members shall be entitled to retake any or all of the assessment/test as necessary every 90 days to receive a qualifying score at a time scheduled by the District.
6. The parties agree that unit members hired prior to January 8, 2002, will take the assessment/test on a voluntary basis.
7. The parties agree that the District shall have the option of providing training for employees to assist in receiving a passing grade and said training will be offered and taken during duty, non-duty, paid or non-paid time, dependent upon scheduling.

8. The parties agree that unit members who are affected by Title I funding and who do not pass the assessment/test before June 30, 2006, will have the opportunity to administratively transfer to a non-Title I position of equal classification, wages hours, and benefits. Open positions for these employees may be created by the transfer of other Act qualified employees to Title I-funded positions.
9. If any provision of this Memorandum of Understanding is held to be unlawful, the entire Memorandum of Understanding shall be null and void.
10. This memorandum of Understanding shall not obligate the District to enter into any other Memorandum of Understanding on between the district and CSEA, Chapter 74.

Date: 1/28/04

Anaheim Union High School District

By: Barry D. Escoe
Barry D. Escoe, Ed.D.
Assistant Superintendent, Human Resources

Date: 1/28/04

California School Employees' Association, Chapter 74

By: Jackie Brock
Jackie Brock, President

MEMORANDUM OF UNDERSTANDING

Between the

Anaheim Union High School District (AUHSD)

and the

California School Employees Association (CSEA) and its Chapter 74

2014 Health and Welfare

The Anaheim Union High School District (AUHSD) and California School Employees Association (CSEA) and its Chapter 74 agree to the following regarding health and welfare:

Medical Insurance

Beginning with the 2014 calendar year the District's contribution to the blended super composite rate shall be increased from \$13,189 to \$13,493.

There shall be no change to the medical plans for the PPO and HMO except those changes that are mandated by the Federal Affordable Care Act which take effect on or after January 1, 2014.

Article 2.1.2 Life and AD & D, Article 2.1.3 Dental, Article 2.1.4 - Vision Care Insurance

The plan benefits for Life and Accidental Death/Dismemberment Insurance, Dental and Vision Care Insurance will continue with no change to the benefit plan.

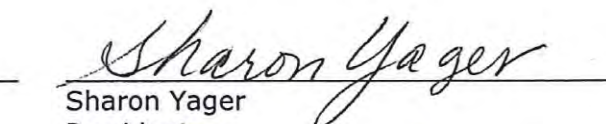
This MOU agreement has no effect on any other language contained in Article 2 Health and Welfare and the MOU - Health and Welfare - Cost Containment dated May 10, 2012.

If an agreement is reached with any other collective bargaining group on health and welfare that contains a greater benefit than the current plan or a higher maximum district contribution, the District or CSEA may request to re-open negotiations on health and welfare for 2014.

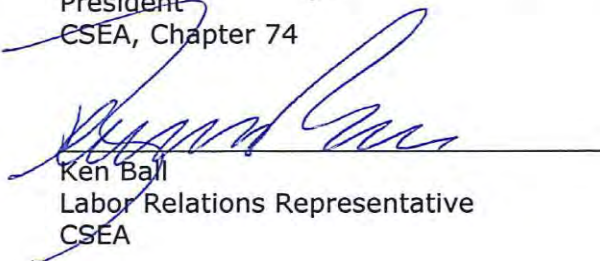
This agreement is dated: November 7, 2013



Russell Lee-Sung
Assistant Superintendent
Human Resources



Sharon Yager
President
CSEA, Chapter 74



Ken Ball
Labor Relations Representative
CSEA

MEMORANDUM OF UNDERSTANDING

Between the

Anaheim Union High School District (AUHSD)

and the

California School Employees Association (CSEA) and its Chapter 74

Early Retirement Incentive

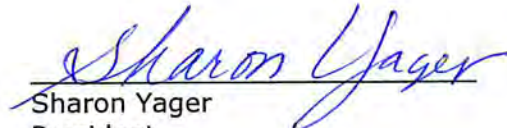
The California School Employees Association (Association) and the Anaheim Union High School District (District) agree that the District will offer an Early Retirement Incentive during the 2014-15 school year.

It is understood that this offer is contingent upon a sufficient number of participants District wide retiring to make the implementation financially feasible for the District.

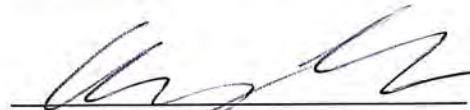
This agreement is dated: December 11, 2014



Russell Lee-Sung
Assistant Superintendent
Human Resources



Sharon Yager
President
CSEA, Chapter 74



Andrew Garofalo
Labor Relations Representative
CSEA

MEMORANDUM OF UNDERSTANDING

Between the

Anaheim Union High School District (AUHSD)

and the

California School Employees Association (CSEA) and its Chapter 74

Bilingual Status

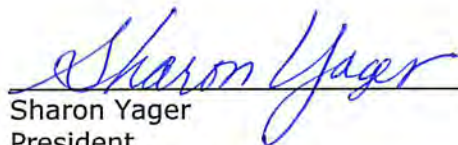
This memorandum of understanding stipulates an agreement between the Anaheim Union High School District (District) and the California School Employees Association (CSEA) to develop an understanding and specific guidelines regarding bilingual status and compensation. CSEA and the District will address when a bilingual stipend or classification should be assigned as well as a complete and specific definition of the requirements, responsibilities, job duties, assigned tasks, replacement and/or removal of bilingual status as it relates in scope to which a mandatory meet and confer must take place.

CSEA and the District shall meet, study and develop a specific plan of action on or before May 1, 2015. The plan will be a subject of negotiations for 2015-16.

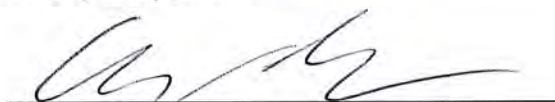
This MOU is dated: December 11, 2014



Russell Lee-Sung
Assistant Superintendent
Human Resources



Sharon Yager
President
CSEA, Chapter 74



Andrew Garofalo
Labor Relations Representative
CSEA

MEMORANDUM OF UNDERSTANDING

Between the

Anaheim Union High School District (AUHSD)

and the

California School Employees Association (CSEA) and its Chapter 74

Health and Welfare Program Change for 2016

The Anaheim Union High School District (AUHSD) and the California School Employees Association (CSEA) agree to the following changes in health and welfare program that were recommended by the Insurance Committee on October 6, 2015. Changes are effective on January 1, 2016:

Medical Insurance

PPO

- Co-pay for non-preferred formulary prescription drugs will change from \$40 to \$50.
- Prior Authorization (PA) will be required for certain non-preferred prescription drugs effective January 1, 2016, for new users under the Express Scripts Advantage PA and Limited PA programs. Current users of these drugs (prior to January 1, 2016) will not be subject to the PA program.

HMO

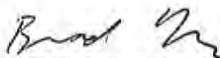
- Co-pay for non-preferred formulary prescription drugs will change from \$40 to \$50.

The current maximum District's contribution to the blended super composite rate is \$14,101. For calendar year 2016, the maximum District contribution to the blended super composite rate will be \$14,745.

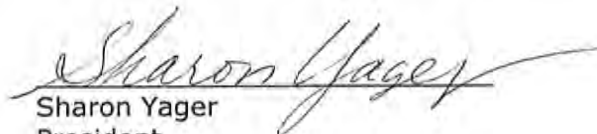
This MOU has no effect on any other portion of the District's benefit plan.

If an agreement is reached with any other collective bargaining group on health and welfare that contains a greater benefit than the current plan or a higher maximum district contribution, the District or CSEA may request, and the other party will agree, to re-open negotiations on health and welfare for 2016.

This MOU is dated: December 10, 2015



Brad Jackson
Interim Assistant Superintendent
Human Resources



Sharon Yager
President
CSEA, Chapter 74



Andy Garofalo
Labor Relations Representative
CSEA

MEMORANDUM OF UNDERSTANDING

Between the

Anaheim Union High School District

And the

California School Employees Association (CSEA)

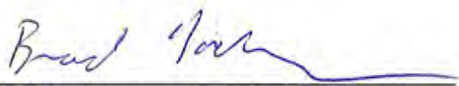
CSEA/AUHSD Effects of Layoffs for 2016/2017 School Year

This agreement applies to employees who were affected by the layoffs for the 2017/2018 school year.


1. **Workload** - The District and CSEA agree that employees who perform work that was previously performed by an employee whose position has been eliminated, which is within the same classification or promotable family group, shall not be required to work beyond their established work day or be disciplined or negatively evaluated due to workload. CSEA members will not be required to perform work outside their classification. The District agrees volunteers, outside agencies or subcontractors will not be used to perform the work of laid-off employees.
2. **School Site Secretaries/Program Support Secretaries** - CSEA employees under these classifications that have been laid off or bumped due to seniority shall be considered as one classification upon open positions, when reinstatement from lay-offs, become available.
3. **Provisional/Limited Team Positions** - The District agrees that wait members who have been laid-off shall have first opportunity to fill provisional/limited term positions in any classification that the minimum qualifications of the position are met. District agrees to rescind the position of office assistant located at Hope School. CSEA and the District agree that the position of school support secretary at Katella High School will relocate work area to the area of the office assistant location at the entrance of the school to assist with helping students, parents, and others needing assistance.

This agreement is dated: May 24, 2017

For the District:


 Brad Jackson
 Assistant Superintendent
 Human Resources

For the California School Employees
 Association (CSEA):


 Jackie Brock
 President
 CSEA, Chapter 74

Memorandum of Understanding between the
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
and its ANAHEIM UNION HIGH CHAPTER NO. 74
and the
ANAHEIM UNION HIGH SCHOOL DISTRICT
Regarding Position Additions, Restorations, and Augmentations
November 13, 2018

The California School Employees Association ("CSEA") and its Anaheim High Chapter No. 74 and the Anaheim Union High School District ("District") agree to add, restore, or augment the following classified positions for the 2018-19 school year:

- 1) Ten (10) 8 hour, 10 month, Office Assistant positions—one each to be assigned to the following schools: (1) Anaheim High School, (2) Katella High School, (3) Loara High School, (4) Magnolia High School, (5) Savanna High School, (6) Ball Junior High School, (7) Brookhurst Junior High School, (8) Dale Junior High School, (9) South Junior High School, and (10) Sycamore Junior High School;
- 2) Two (2) 8 hour, 10 month, Secretary-Attendance Bilingual positions assigned to Sycamore Junior High School and South Junior High School and one (1) additional 8 hour, 10 month, Secretary-Attendance position assigned to Brookhurst Junior High School;
- 3) Increase of Months of Service to the entire Registrar/Records Clerk Classification and one (1) School Support Secretary at Hope School from 11 months to 11.5 Months;
- 4) Additional classified position additions, restorations, or increases in hours and/or months of service equivalent in cost to three (3) 8 hour, 10 month positions on range 43 of CSEA's Classified Salary Schedule determined by the District to best meet operational needs. In determining these positions, the District shall prioritize restoring, increasing hours, and/or increasing months of service of classified positions previously reduced in number, hours, or months of service or where a bargaining unit member currently resides on the 39 month rehire list.

CSEA and the District agree that the positions added, restored, or augmented above will be reviewed for continuing needs no earlier than three (3) years from the effective date of this Memorandum of Understanding ("MOU"). Should the District experience circumstances during this three year period which warrant the potential layoff of positions within CSEA's bargaining unit, CSEA may request, and the District will agree, to reopen negotiations of this MOU.

This Agreement is subject to CSEA 610 policy requirements and adoption by the Anaheim Union High School District.

AGREED:

ANAHEIM UNION HIGH SCHOOL DISTRICT

CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION

Brad Jackson
Brad Jackson
Assistant Superintendent, Human Resources
Anaheim Union High School District

Jacqueline Brock
Jacqueline Brock
President, Anaheim High Chapter #74
California School Employees Association

11-16-18
Date

11-16-18
Date

Jason Geanakopoulos
Jason Geanakopoulos
Labor Relations Representative
California School Employees Association
11/16/18
Date

Memorandum of Understanding between the
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
and its ANAHEIM UNION HIGH CHAPTER NO. 74
and the
ANAHEIM UNION HIGH SCHOOL DISTRICT
Regarding GPS/Zonar Tracking Devices and
Video Cameras on District Property and Vehicles
April 19, 2019

The California School Employees Association ("CSEA") and its Anaheim High Chapter No. 74 and the Anaheim Union High School District ("District") agree to the following Memorandum of Understanding (MOU) regarding GPS/Zonar tracking devices and/or video cameras/devices:

Evidence produced by the District which does not abide by the following guidelines shall not be used against an employee in a subsequent discipline or discharge hearing.

- (1) Data from GPS/Zonar tracking devices and/or videotape, video data, and digital media files produced by video cameras or other monitoring devices controlled, possessed, or accessed by the District in any way may not be used against an employee in a subsequent discipline or discharge hearing unless a complete and full copy of the data or media (at the highest available quality and/or resolution possessed and/or viewed by the District) is provided to the employee and to her or his CSEA representatives (CSEA Chapter President and Labor Relations Representative), if so engaged.
- (2) The parties agree that simply/only providing a summary of the data from the GPS/Zonar and/or partial selections or clips from videotape, video data, or digital media files capturing or providing context to an incident or activity that could potentially result, or actually results, in disciplinary action or proceedings being initiated by the District is not in any way in conformance with this MOU.
- (3) The parties agree that the GPS/Zonar tracking devices may be used to corroborate the time of incidents or activity that could potentially result, or actually results, in disciplinary action or proceedings being initiated by the District.

This Memorandum of Understanding shall be fully enforceable through the grievance procedure embodied in the current Collective Bargaining Agreement between CSEA and the District.

This Agreement is subject to the CSEA 610 policy and adoption by the Anaheim Union High School District Board of Trustees.

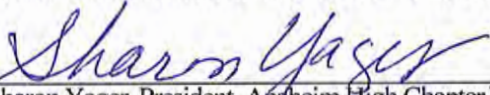
AGREED:

ANAHEIM UNION HIGH SCHOOL DISTRICT

CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION



Brad Jackson, Assistant Superintendent, Human Resources
Anaheim Union High School District



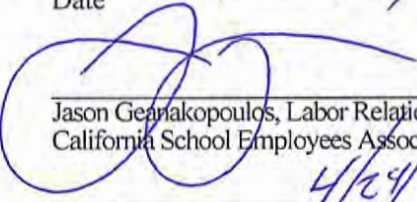
Sharon Yager, President, Anaheim High Chapter No. 74
California School Employees Association

4/24/19

Date

4/24/19

Date



Jason Geanakopoulos, Labor Relations Representative
California School Employees Association
4/24/19

Date

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
ANAHEIM UNION HIGH SCHOOL DISTRICT
AND THE CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
AND ITS CHAPTER #74
ON TEMPORARY REASSIGNMENT OF DUTIES FOR THE 2020-2021
SCHOOL YEAR AND COVID-19**

August 18, 2020

This Memorandum of Understanding (“MOU”) is entered into by and between Anaheim Union High School District (“District”) and the California School Employees Association and its Chapter #74 (together “CSEA”) concerning the District’s reopening plan for the 2020-2021 school year.

The District and CSEA acknowledge that California Education Code §45101(a) requires that all classified positions have set duties. However, due to the unprecedented nature of the current conditions, CSEA and the District recognize that some CSEA bargaining unit positions may be asked to perform duties not currently contained within their current job description.

The parties agree that the following classifications may temporarily be assigned the duties below, respectively. The assignment of the respective duties below shall not exceed the duration of this agreement.

RANGE	JOB TITLE	POTENTIAL MODIFIED DUTIES
41	CAMPUS SAFETY AIDE	Crowd Control (entrances, parking flow) 41 Cleaning-Light (dusting, sanitizing, trash) 41 Health screening (entrances) 41 Home visits 47
43	INSTR ASSISTANT INSTR ASSISTANT-SPECIALIZED ACADEMIC INSTR OFFICE ASSISTANT PUBLIC INFORMATION ASSISTANT	Crowd Control (entrances, parking flow) 41 Cleaning-Light (dusting, sanitizing, trash) 41 Health screening (entrances) 41 Data Entry-Light (general info, survey) 43
47	COMPUTER LAB ASSISTANT INSTR ASST-BILINGUAL (SPANISH) INSTR ASST-BILINGUAL (VIETNAMESE) INSTR ASST-BILINGUAL (KOREAN) INSTR ASST-BILINGUAL (ARABIC) INSTR ASST-BILINGUAL (ROMANIAN) INSTR ASST-SPEC ACADEMIC INSTRUCTION-BIL INSTR ASST - STUDENT/PARENT LIAISON-BIL OFFICE ASSISTANT-BILINGUAL SCHOOL COMMUNITY LIAISON	Crowd Control (entrances, parking flow) 41 Cleaning-Light (dusting, sanitizing, trash) 41 Health screening (entrances) 41 Data Entry-Light (general info, survey) 43 Communication assistance (parent/student calls) 47 House visits (attendance confirmation) 47 Translation-Light (class/student support) 47
51	CHILD WELFARE & ATTENDANCE LIAISON DISTRICT RECEPTIONIST FACILITIES PLANNING ASSISTANT HEALTH SERVICES TECHNICIAN I	Crowd Control (entrances, parking flow) 41 Cleaning-Light (dusting, sanitizing, trash) 41 Health screening (entrances) 41 Data Entry-Light (general info, survey) 43

RANGE	JOB TITLE	POTENTIAL MODIFIED DUTIES
	INSTR ASST - ADULT TRANSITION INSTR ASST - BEHAVIORAL SUPPORT INSTR ASST - MATHEMATICS INSTR ASST - MED FRAGILE/ORTHO IMPAIRED INSTR ASST - SPECIAL ABILITIES INSTR ASST - SPEC (D/HH or VI) LANGUAGE TESTING ASSISTANT PUBLICATIONS TECHNICIAN SCHOOL LIBRARY/MEDIA TECHNICIAN SECRETARY - ATTENDANCE SECRETARY - PROGRAM SUPPORT SECRETARY - REGISTRAR/RECORDS SECRETARY - SCHOOL SUPPORT WORKABILITY PLACEMENT ASSISTANT	Communication assistance (parent/student calls) 47 House visits (attendance confirmation) 47 Translation-Light (class/student support) 47 Cleaning-Heavy (mopping, deep cleaning) 48 Contact Tracing (follow up calls) - limit to 2-4 51 Data Entry-Heavy (attendance, personnel) 51 Instructional Assistance (teacher/class support, tutoring) 51
53	SECRETARY-BILING/ATTENDANCE SECRETARY-BILING/PROGRAM SUPPORT SECRETARY-BILING/REGISTRAR- RECORDS SECRETARY-BILING/SCHOOL SUPPORT TRANSLATOR	Crowd Control (entrances, parking flow) 41 Cleaning-Light (dusting, sanitizing, trash) 41 Health screening (entrances) 41 Data Entry-Light (general info, survey) 43 Communication assistance (parent/student calls) 47 House visits (attendance confirmation) 47 Translation-Light (class/student support) 47 Cleaning-Heavy (mopping, deep cleaning) 48 Contact Tracing (follow up calls) - limit to 2-4 51 Data Entry-Heavy (attendance, personnel) 51 Instructional Assistance (teacher/class support, tutoring) 51 Translation-Heavy (parent/teacher meetings) 53
55	ASB ACCOUNT TECHNICIAN BRAILLE TRANSCRIBER INFORMATION SYSTEMS TECHNICIAN JOB DEVELOPER / JOB COACH LICENSED VOCATIONAL NURSE SIGN LANGUAGE INTERPRETER	Crowd Control (entrances, parking flow) 41 Cleaning-Light (dusting, sanitizing, trash) 41 Health screening (entrances) 41 Data Entry-Light (general info, survey) 43 Communication assistance (parent/student calls) 47 House visits (attendance confirmation) 47 Translation-Light (class/student support) 47 Cleaning-Heavy (mopping, deep cleaning) 48 Contact Tracing (follow up calls) - limit to 2-4 51 Data Entry-Heavy (attendance, personnel) 51 Instructional Assistance (teacher/class support, tutoring) 51 Translation-Heavy (parent/teacher meetings) 53
56	FAMILY & COMMUNITY ENGAGEMENT SPECIALIST	Crowd Control (entrances, parking flow) 41 Cleaning-Light (dusting, sanitizing, trash) 41 Health screening (entrances) 41 Data Entry-Light (general info, survey) 43 Communication assistance (parent/student calls) 47 House visits (attendance confirmation) 47 Translation-Light (class/student support) 47 Cleaning-Heavy (mopping, deep cleaning) 48 Contact Tracing (follow up calls) - limit to 2-4 51 Data Entry-Heavy (attendance, personnel) 51 Instructional Assistance (teacher/class support, tutoring) 51 Translation-Heavy (parent/teacher meetings) 53

RANGE	JOB TITLE	POTENTIAL MODIFIED DUTIES
57	ACCOUNTING TECHNICIAN ADMINISTRATIVE ASSISTANT ATHLETIC TRAINER BENEFITS TECHNICIAN BUSINESS TECHNICIAN CREDENTIALS TECHNICIAN HUMAN RESOURCES TECHNICIAN PAYROLL TECHNICIAN RISK MANAGEMENT TECHNICIAN SPEECH LANGUAGE PATHOLOGY ASSISTANT	Crowd Control (entrances, parking flow) 41 Cleaning-Light (dusting, sanitizing, trash) 41 Health screening (entrances) 41 Data Entry-Light (general info, survey) 43 Communication assistance (parent/student calls) 47 House visits (attendance confirmation) 47 Translation-Light (class/student support) 47 Cleaning-Heavy (mopping, deep cleaning)* 48 Contact Tracing (follow up calls) - limit to 2-4 staff 51 Data Entry-Heavy (attendance, personnel) 51 Instructional Assistance (teacher/class support, tutoring) 51 Translation-Heavy (parent/teacher meetings) 53
59	ADMINISTRATIVE ASSISTANT BILINGUAL INFORMATION SYSTEMS SPECIALIST I LANGUAGE PROGRAM TECHNICIAN LEGAL ADMINISTRATIVE ASSISTANT SR ACCOUNTING TECHNICIAN SR BUDGET TECHNICIAN SR ADMINISTRATIVE ASSISTANT PROGRAM SUPPORT SR ADMINISTRATIVE ASSISTANT SCHOOL SUPPORT SR ADMINISTRATIVE PROCUREMENT ASSISTANT SR CREDENTIAL TECHNICIAN SR PAYROLL TECHNICIAN	Crowd Control (entrances, parking flow) 41 Cleaning-Light (dusting, sanitizing, trash) 41 Health screening (entrances) 41 Data Entry-Light (general info, survey) 43 Communication assistance (parent/student calls) 47 House visits (attendance confirmation) 47 Translation-Light (class/student support) 47 Cleaning-Heavy (mopping, deep cleaning)* 48 Contact Tracing (follow up calls) - limit to 2-4 51 Data Entry-Heavy (attendance, personnel) 51 Instructional Assistance (teacher/class support, tutoring) 51 Translation-Heavy (parent/teacher meetings) 53
61	FOOD SERVICE TECHNICIAN SR ADMIN ASST SCHOOL SUPPORT / BILINGUAL SR ADMIN ASST PROGRAM SUPPORT / BILINGUAL	Crowd Control (entrances, parking flow) 41 Cleaning-Light (dusting, sanitizing, trash) 41 Health screening (entrances) 41 Data Entry-Light (general info, survey) 43 Communication assistance (parent/student calls) 47 House visits (attendance confirmation) 47 Translation-Light (class/student support) 47 Cleaning-Heavy (mopping, deep cleaning)* 48 Contact Tracing (follow up calls) - limit to 2-4 51 Data Entry-Heavy (attendance, personnel) 51 Instructional Assistance (teacher/class support, tutoring) 51 Translation-Heavy (parent/teacher meetings) 53
62	ASSESSMENT/EVALUATION TECHNICIAN BENEFITS SPECIALIST PARENT INVOLVEMENT SPECIALIST WEBMASTER (4/1/18)	Crowd Control (entrances, parking flow) 41 Cleaning-Light (dusting, sanitizing, trash) 41 Health screening (entrances) 41 Data Entry-Light (general info, survey) 43 Communication assistance (parent/student calls) 47 House visits (attendance confirmation) 47 Translation-Light (class/student support) 47 Cleaning-Heavy (mopping, deep cleaning)* 48 Contact Tracing (follow up calls) - limit to 2-4 51 Data Entry-Heavy (attendance, personnel) 51 Instructional Assistance (teacher/class support, tutoring) 51 Translation-Heavy (parent/teacher meetings) 53

RANGE	JOB TITLE	POTENTIAL MODIFIED DUTIES
63	BEHAVIOR INTERVENTION SPECIALIST BUYER FOOD SERVICE ACCOUNTING SPECIALIST	Crowd Control (entrances, parking flow) 41 Cleaning-Light (dusting, sanitizing, trash) 41 Health screening (entrances) 41 Data Entry-Light (general info, survey) 43 Communication assistance (parent/student calls) 47 House visits (attendance confirmation) 47 Translation-Light (class/student support) 47 Cleaning-Heavy (mopping, deep cleaning)* 48 Contact Tracing (follow up calls) - limit to 2-4 51 Data Entry-Heavy (attendance, personnel) 51 Instructional Assistance (teacher/class support, tutoring) 51 Translation-Heavy (parent/teacher meetings) 53
65	ART DESIGNER	Crowd Control (entrances, parking flow) 41 Cleaning-Light (dusting, sanitizing, trash) 41 Health screening (entrances) 41 Data Entry-Light (general info, survey) 43 Communication assistance (parent/student calls) 47 House visits (attendance confirmation) 47 Translation-Light (class/student support) 47 Cleaning-Heavy (mopping, deep cleaning)* 48 Contact Tracing (follow up calls) - limit to 2-4 51 Data Entry-Heavy (attendance, personnel) 51 Instructional Assistance (teacher/class support, tutoring) 51 Translation-Heavy (parent/teacher meetings) 53
66	PROCUREMENT CONTRACT SPECIALIST	Crowd Control (entrances, parking flow) 41 Cleaning-Light (dusting, sanitizing, trash) 41 Health screening (entrances) 41 Data Entry-Light (general info, survey) 43 Communication assistance (parent/student calls) 47 House visits (attendance confirmation) 47 Translation-Light (class/student support) 47 Cleaning-Heavy (mopping, deep cleaning)* 48 Contact Tracing (follow up calls) - limit to 2-4 51 Data Entry-Heavy (attendance, personnel) 51 Instructional Assistance (teacher/class support, tutoring) 51 Translation-Heavy (parent/teacher meetings) 53
68	INFORMATION SYSTEMS ANALYST	Crowd Control (entrances, parking flow) 41 Cleaning-Light (dusting, sanitizing, trash) 41 Health screening (entrances) 41 Data Entry-Light (general info, survey) 43 Communication assistance (parent/student calls) 47 House visits (attendance confirmation) 47 Translation-Light (class/student support) 47 Cleaning-Heavy (mopping, deep cleaning)* 48 Contact Tracing (follow up calls) - limit to 2-4 51 Data Entry-Heavy (attendance, personnel) 51 Instructional Assistance (teacher/class support, tutoring) 51 Translation-Heavy (parent/teacher meetings) 53

RANGE	JOB TITLE	POTENTIAL MODIFIED DUTIES
75	NETWORK ANALYST PROGRAMMER ANALYST	Crowd Control (entrances, parking flow) 41 Cleaning-Light (dusting, sanitizing, trash) 41 Health screening (entrances) 41 Data Entry-Light (general info, survey) 43 Communication assistance (parent/student calls) 47 House visits (attendance confirmation) 47 Translation-Light (class/student support) 47 Cleaning-Heavy (mopping, deep cleaning)* 48 Contact Tracing (follow up calls) - limit to 2-4 51 Data Entry-Heavy (attendance, personnel) 51 Instructional Assistance (teacher/class support, tutoring) 51 Translation-Heavy (parent/teacher meetings) 53
76	SYSTEMS ADMINISTRATOR	Crowd Control (entrances, parking flow) 41 Cleaning-Light (dusting, sanitizing, trash) 41 Health screening (entrances) 41 Data Entry-Light (general info, survey) 43 Communication assistance (parent/student calls) 47 House visits (attendance confirmation) 47 Translation-Light (class/student support) 47 Cleaning-Heavy (mopping, deep cleaning)* 48 Contact Tracing (follow up calls) - limit to 2-4 51 Data Entry-Heavy (attendance, personnel) 51 Instructional Assistance (teacher/class support, tutoring) 51 Translation-Heavy (parent/teacher meetings) 53

* "Cleaning – Heavy" duties may be assigned sparingly and only as reasonably necessary

Additionally, the District and CSEA agree as follows:

1. **Assignment to Modified Duties:** When the District assigns CSEA bargaining unit members duties inconsistent with those contained in their current job description due to COVID-19 responses implemented by the District, the parties agree that the assigned duties will be of temporary duration and the District will make reasonable efforts to disperse the work as equitably as possible. CSEA will be notified when duties are reassigned.
2. **Process for Assignment of Modified Duties:** The District will provide notice of 2 working days, duty-specific training in accordance with CDPH guidance, and additional training as needed for unit members who are assigned to modified duties.
3. **Evaluation Procedures and Discipline:** Nothing in this MOU deprives unit members of the evaluation and discipline procedures contained in the Personnel Commission rules or the applicable collective bargaining agreement of the parties shall remain in force and effect
4. **Out-of-Class Pay:** The parties acknowledge that California Education Code §45110 requires out of class compensation. Unit members who work out of classification performing duties of a higher classification and for a period exceeding five (5) working days within a fifteen (15)

calendar day period shall be placed on the salary range of the existing higher class and shall receive at least a 4% salary increase.

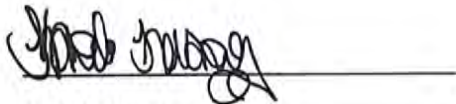
5. **Bargaining Unit Work:** The parties agree that any duties traditionally and exclusively performed by members of the CSEA bargaining unit shall remain bargaining unit work following the District's need to respond to the pandemic. If, during the term of this MOU, employees from other units are temporarily assigned to duties traditionally and exclusively performed by members of the CSEA bargaining unit, those duties shall be returned to unit members as soon as possible. Additionally, CSEA agrees that any duties assigned to CSEA unit members which are traditionally and exclusively performed by members of a different unit shall remain duties of that other unit following the pandemic. The parties agree this is a temporary solution to a current need and shall not be considered a waiver of CSEA's rights to negotiate the transfer of duties as required by law.
6. **Duration of Agreement:** This MOU shall remain in effect through June 30, 2021
7. **Non-Precedent Setting:** This MOU shall not be precedent setting nor form any basis for a past practice.



Sharon Yager
President, CSEA



Brad Jackson
Assistant Superintendent, Human Resources



Karli Nevarez
Labor Relations Representative

CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
AND THE
ANAHEIM UNION HIGH SCHOOL DISTRICT

MEMORANDUM OF UNDERSTANDING

School Secretary Assignments

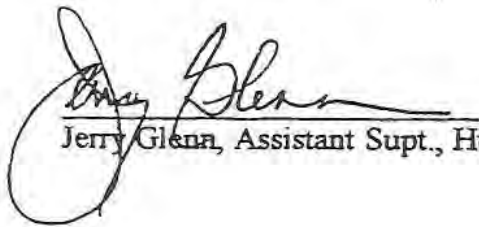
The California School Employees Association (Association) and the Anaheim Union High School District (District) agree to combine the Secretary Clerk and Attendance Clerk classifications. In response to concerns raised by the incumbents this agreement is to clarify how "In-Service Status and Transactions" (Personnel Commission Rules, Chapter 60) will be handled.

- The Classified Personnel Office will post vacancies specifying the office and the job assignment.
- Vacancies will be filled according to Personnel Commission rules as enumerated in Chapters 50 and 60 of the Classified Personnel Policies Handbook.
- The Administrator/Supervisor or the employee may request a voluntary transfer to another assignment within the same class and at the same site. A voluntary transfer, if approved will be permitted without opening the vacancy for transfer, if there will be no change in work year for the employee.
- Work year is specifically related to assignment, and the needs of the district and site.
- The District will meet with CSEA to discuss any involuntary transfers within this classification.
- Employees will be encouraged to meet with their immediate supervisor for clarification of duties assigned to their desk.
- The District and CSEA will work together to develop job/assignment specific training opportunities for employees in this classification.

Date: June 27, 2001

For the District

For the Association



Jerry Glenn, Assistant Supt., Human Resources



Lisette Gomez, CSEA President

MEMORANDUM OF UNDERSTANDING

Between the

Anaheim Union High School District

And the

California School Employees Association

This Memorandum of Understanding stipulates an agreement between Anaheim Union High School District (District) and the California School Employees Association (CSEA) to explore development of a career ladder program for paraeducators.

A committee of two representatives each from District Management, CSEA and the Personnel Commission will be formed to explore options. The Career Ladder Committee will begin meeting prior to April 1, 2003. Recommendations are to be presented to the Negotiations Team sometime following State budget allocation decisions for the 2002-03 and 2003-04 school years, and prior to full District implementation of the provisions required by the US Department of Education under the No Child Left Behind Act of 2002 (NCLB).

This agreement is dated February 18, 2003

For the District:

For CSEA:



Barry D. Escoe, Ph.D.
Assistant Superintendent, Human Resources



Jackie Brock
President

MEMORANDUM OF UNDERSTANDING

Between the

Anaheim Union High School District (AUHSD)

And the

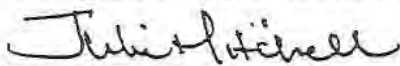
California School Employees Association (CSEA)

This agreement stipulates acceptance of the Insurance Committee recommendation to the following as it pertains to the prescription drug program under the self-funded PPO Medical and HMO prescription drug plan for active and retired employees.

- Effective January 1, 2007 the Pharmacy Benefit Manager (PBM) will change from Caremark to NMHC (National Medical Health Card Systems, Inc.).
- The administrative fees are guaranteed to October 1, 2009 and renewable each year thereafter.
- This change in PBM will have no effect on the pharmacy program design or benefits to plan participants.
- Services to be performed by NMHC include but are not limited to:
 - Administration of AUHSD's pharmacy program on a fully transparent/pass-through basis
 - Clinical account management, advice, analysis, and cost modeling
 - Assistance with Medicare Part D filings for government subsidy/Group Waiver Credit

For:

ANAHEIM UNION HIGH SCHOOL DISTRICT



Julie Mitchell, Assistant Superintendent

10/5/06

Date

CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION



Lisette Ramirez, Jr. Past President / Acting President

10/5/06

Date

MEMORANDUM OF UNDERSTANDING

Between the

Anaheim Union High School District

And the

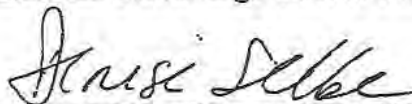
California School Employees Association

This Memorandum of Understanding stipulates an agreement between Anaheim Union High School District (District) and the California School Employees Association (CSEA). The District and CSEA Agree to the following items related to the 2007-2008 Reduction in Force/Layoffs for the following school year 2008-2009.

1. It is not the intention of the District to assign work performed by unit members laid off to other job classifications not subject to lay off, or to District volunteers. The District may need to re-distribute work in given job classifications and job descriptions.
2. Those employees laid off have first opportunity to fill provisional positions and limited term positions in any classification, as long as the laid off employee can perform the basic functions of the position opening.
3. Pursuant to the express provisions of the California Education Code Section 45103.1, the District shall not subcontract the work of unit members displaced by the district.

For:

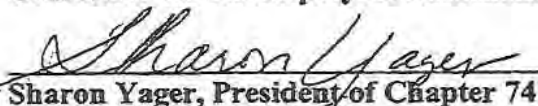
Anaheim Union High School District



**Denise Selbe, Assistant Superintendent,
Human Resources**

8/20/08
Date

California School Employees Association (CSEA)


Sharon Yager, President of Chapter 74

8/20/08
Date

MEMORANDUM OF UNDERSTANDING

Between the

Anaheim Union High School District (AUHSD)

and the

California School Employees Association (CSEA)


Health and Welfare Program Change

The Anaheim Union High School District (AUHSD) and the California School Employees Association (CSEA) Chapter 74 agree that as of January 1, 2010, the district's self-insured preferred provider plan shall be amended on a trial basis to include a formulary prescription plan through InformedRX. This plan will include a \$5 co-payment for generics, \$15 co-payment for formulary brand name prescriptions, and \$40 co-payment for non-formulary brands. The details of the plan, including contingency therapy and step therapy, shall be exactly the same as that recommended by the district insurance committee on Monday, October 26, 2009.


AUHSD and CSEA further agree that this trial will end on December 31, 2010, if CSEA notifies the AUHSD superintendent or assistant superintendent, human resources by 5:00 p.m. on November 15, 2010, that it wishes this trial formulary plan to end. If CSEA so notifies the district, this formulary plan shall end completely by the end of the day on December 31, 2010. AUHSD and CSEA agree that at that point there will be no formulary plan for CSEA represented employees in the district's self-insured preferred provider plan, there will be no step therapy, and there will be no contingency therapy, and that this prescription plan will revert back to \$5 for generics and \$15 for all other brand names.

This agreement shall be considered non-precedence setting and in no way relinquishes the right of either party to negotiate in the area of Health and Welfare.

This agreement is dated: 12/11/09



Russell Lee-Sung
Assistant Superintendent
Human Resources



Sharon Yager
President
CSEA, Chapter 74



TENITIVE AGREEMENT PENDING RATIFICATION
MEMORANDUM OF UNDERSTANDING

Between the

Anaheim Union High School District (AUHSD)
And the
California School Employees Association (CSEA)
Chapter #74

CSEA proposes no furlough days for fiscal year 2009-2010. Effective upon ratification up to the period including June 30, 2011, classified bargaining unit members shall take a total of seven (7) furlough days for the fiscal year beginning July 1, 2010 and ending June 30, 2011.

Effective July 1, 2011, all furlough days shall cease and unit members shall be restored to the members days worked and full pay prior to imposing of furlough days.

There shall be no reduction in sick leave, vacation leave or holidays currently provided to unit members during the fiscal year of 2010-2011 as a result of the furlough days.

The specific furlough dates shall be negotiated with the district.

The district shall not initiate any layoff action or reduction in assignment action impacting members of the classified bargaining unit for the period of time furlough days are in effect up to and including June 30, 2011. The only exceptions would be based upon site closure, program eliminations or reductions, categorical funded positions, and prior MOU agreement dated August 20, 2009.

The District may reopen negotiations for 2010-2011, if any changes negatively impact the District's federal and/or state revenue funding levels, including but not limited to the District's base revenue limit of \$5729.59, categorical funding and applicable categorical flexibility provisions in the state budget act, deficit factor, state apportionment deferrals, and/or state mandates.

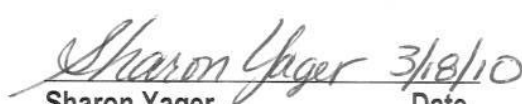
CSEA may reopen negotiations for 2010-2011 to reduce the furlough days, if any changes which positively impact the District's federal and/or state revenue funding levels, including but not limited to the District's base revenue limit, categorical funding and applicable categorical flexibility provisions in the state budget act, deficit factor, state apportionment deferrals, and/or state mandates.

This is a one-year agreement that does not modify any other article in the existing contract and does not set precedent for any future negotiations.

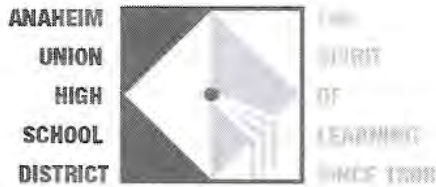
This agreement will sunset on June 30, 2011.


Russell Lee-Sung
AUHSD Asst. Superintendent H.R.

3/18/10
Date


Sharon Yager
CSEA President, Chapter 74

3/18/10
Date



MEMORANDUM OF UNDERSTANDING
BETWEEN
ANAHEIM UNION HIGH SCHOOL DISTRICT (AUHSD)
AND
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION (CSEA)

FURLOUGH DAYS ADJUSTMENT FOR 2010-11

CSEA and the District agree to the discontinuance of two (2) furlough days for the 2010-2011 school year. The days scheduled to be reinstated shall be March 14, 2011 and April 22, 2011, effective upon ratification of the parties.

As previously agreed to, the District shall not initiate any layoff action or reduction in assignment action impacting members of the classified bargaining unit from the period of ratification up to and including June 30, 2011 and only for the 2010-11 school year.

This agreement is dated: January 20, 2011

This agreement shall sunset on June 30, 2011

Russell Lee-Sung
Assistant Superintendent
Human Resources

Sharon Yager
President
CSEA

MEMORANDUM OF UNDERSTANDING

between the

Anaheim Union High School District

and the

California School Employees Association

This Memorandum of Understanding stipulates an agreement between Anaheim Union High School District (District) and the California School Employees Association (CSEA) related to Instructional Assistant staffing to cover bus assignments and extended year instruction at Hope School.

Bus Supervision Assignment

The District agrees to increase the hours of the ten (10) most senior Instructional Assistant – Severely Handicapped personnel at Hope School to eight (8) hours per day, during the regular school year, beginning July 1, 2004. During extended year instruction beginning June 22, 2004, these employees will be “blue sheeted” to work one (1) hour before and one (1) hour after the school day. These employees will work in the classrooms and on the bus with students requiring additional assistance.

If due to enrollment, or routing fluctuations, additional slots are necessary to cover bus supervision, the ~~supervisor~~ principal will select employees to cover the additional assignments by seniority only as needed on a temporary (twenty one (21) days or less) basis only. Any assignment twenty two (22) days or more would be filled as a temporary position for the duration of the current school year.

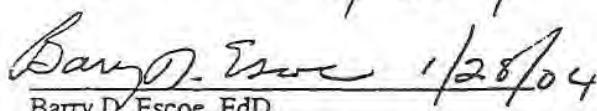
This agreement will invalidate the “Bus Aide” Memorandum of Understanding dated May 6, 2002, providing a procedure of bidding for bus aide assignments, and make the additional hours permanent. Selection of employees to fill these assignments for initial placement will be by seniority. This is not intended to be precedent setting for any other selection processes in the future. Upon employee separation or transfer all other appointments will be made IN ACCORDANCE TO MERIT RULES.

All employees assigned to assist on the buses, and all eligible substitutes **MUST NOT HAVE RESTRICTED WORK DUTIES LIMITED THEIR ABILITIES TO ASSIST. ALL WILL BE** provided with training on care of the medically fragile by the School Nurse, with brush up training as needed. All employees assigned to assist on the buses, as well as all eligible substitutes will be provided with training by Transportation on the proper loading and unloading of students. These specially trained employees will share responsibility for loading the students on and assisting them off of the busses each day.

Extended Year Assignment

The District agrees to increase the work year of all Instructional Assistant – Severely Handicapped positions at Hope School to ten months and two days (10.10) beginning on June 22, 2004. These employees will work in their regular classrooms during extended year instruction. Hours will be dependent upon the program hours of “Extended Year” programs at Hope School. Non-Student days (during “Extended Year”) will be non-work days for employees, but employees will be paid for the July 4 holiday each year.

This agreement is dated: 1/28/04


Barry D. Escoe, EdD.
Assistant Superintendent, Human Resources


Jackie Brock, CSEA President

MEMORANDUM OF UNDERSTANDING

Between the

Anaheim Union High School District (AUHSD)

And the

California School Employees Association (CSEA)


Personal Necessity Leaves of Absences

Due to the current fiscal financial crisis, the California School Employees Association (CSEA) and the Anaheim Union High School District (AUHSD) agree that the two (2) personal necessity days that do not come off sick leave, as stated in Article 12.7.5, will be suspended for the period of two (2) school years (2010-2011 and 2011-2012).

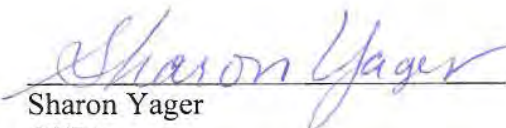
This is a two-year agreement that does not modify any other article in the existing contract, and it does not set precedent for any future negotiations. Starting with the 2012-2013 school year, the two personal necessity days will be reinstated.

This agreement will sunset on June 30, 2012.

This agreement is dated: 12/11/09



Russell Lee-Sung
AUHSD
Assistant Superintendent, Human Resources



Sharon Yager
CSEA
President, Chapter 74

MEMORANDUM OF UNDERSTANDING

Between the

Anaheim Union High School District (AUHSD)

And the

California School Employees Association (CSEA)

WAGES AND ITEMS RELATED TO WAGES


Effective July 1, 2009, the 2009-10 classified (CSEA Bargaining Unit) Salary Schedule, shall remain the same as the 2008-2009 Salary Schedule, and is hereby incorporated into this Agreement as Appendix A.

If the District determines that between March 1, 2010 and March 15, 2010, that it will file a 2nd Interim Report with a “qualified certification”, the District may request and CSEA will agree to re-open negotiations for salary for the 2009-2010 school year.

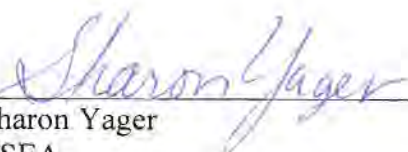
This is a one-year agreement that does not modify any other article in the existing contract and does not set precedent for any future negotiations.

This agreement will sunset on June 30, 2010.

This agreement is dated: 12/11/09



Russell Lee-Sung
AUHSD
Assistant Superintendent, Human Resources



Sharon Yager
CSEA
President, Chapter 74



MEMORANDUM OF UNDERSTANDING

Between the

Anaheim Union High School District (AUHSD)

And the

California School Employees Association (CSEA)

SALARY SCHEDULE

The salary schedule for the 2011-12 fiscal year shall be the schedule in effect in 2009-10 and incorporated into CSEA Appendix A-1.

The District and CSEA agree there will be no furlough days for fiscal year 2011-12 if the 2011-12 Base Revenue Limit remains at \$5988 which is the current BRL/ADA for 2010-11.

If the 2011-12 BRL/ADA falls below \$5939, furlough days will be imposed as follows:

BRL/ADA between \$5988 and \$5939	no furlough days
BRL/ADA between \$5938 and \$5907	one (1) furlough day
BRL/ADA between \$5906 and \$5875	two (2) furlough days
BRL/ADA between \$5874 and \$5843	three (3) furlough days
BRL/ADA between \$5842 and \$5811	four (4) furlough days
BRL/ADA less than \$5810 and \$5779	five (5) furlough days
BRL/ADA lower than \$5779	six (6) furlough days

Any furlough days imposed would be mutually agreed between the parties.

In the event the BRL/ADA increases above \$5988 due to increases in state or federal funding, the District agrees to re-open negotiations for the 2011-12 fiscal year.

The District shall not initiate any layoff action or reduction in assignment action impacting members of the classified bargaining unit for the period July 1, 2011 through June 30, 2012. The only exception would be based upon site closure, program eliminations or reduction, categorical funded positions and the positions the Board imposed as follows:

- Health Technician II – Hope
- Secretary Records/Registrar – Hope
- Senior Administrative Assistant – Ed. Division
- Campus Safety Aide – Adult
- Computer Lab Assistant – Gilbert
- Instructional Assistant Math – Brookhurst



- Instructional Assistant Math – Dale
- Office Assistant – Bilingual – Adult
- Office Assistant – Bilingual – PMP
- School Community Liaison Bilingual – MV (10-month position)
- School Community Liaison Bilingual – MV (9-month position)
- Secretary Attendance – Bilingual – Adult
- Secretary – Records/Registrar – Adult
- Senior Administrative Assistant – Adult
- Secretary – Records/Registrar (position reduced from 11.5m to 11m)
- Secretary – Records/Registrar Bilingual (position reduced from 11.5m to 11m)

There shall be no reduction in sick leave, vacation leave or holidays currently provided to unit members during the fiscal year 2011-12 as a result of any furlough days imposed as the aforementioned schedule would dictate.

In addition, the District and CSEA agree to reopen negotiations in the event the 2011-12 state budget has not passed by October 15, 2011 or the 2011-12 state budget has passed with mid-year cuts.

This shall be a one-year agreement that does not modify any other article in the existing contract and does not set precedent for any future negotiations.

This agreement sunsets June 30, 2012.

This agreement is dated: June 13, 2011

For the District:

For California School Employees Association
(CSEA):

Russell Lee-Sung
Assistant Superintendent
Human Resources

Sharon Yager
CSEA, Chapter 74
President

Ken Ball
CSEA
LRR



MEMORANDUM OF UNDERSTANDING

Between the

Anaheim Union High School District (AUHSD)

And the

California School Employees Association (CSEA)

Personal Necessity Leaves of Absences


Due to the current fiscal financial crisis, the California School Employees Association (CSEA) and the Anaheim Union High School District (AUHSD) agree that the two (2) personal necessity days that are not charged to the employee's accumulated sick leave, as stated in Article 12.7.5, will be suspended for the 2011-12 school year (as previously agreed) and the 2012-13 school year. Starting with the 2013-14 school year, the two personal necessity days will be reinstated.

Additionally, for the 2011-12 and 2012-13 school years, Article 12.7.1 is amended to allow unit members to use up to ten (10) personal necessity days instead of seven (7) per school year.


This is a two-year agreement that does not modify any other article in the existing contract, and it does not set precedent for any future negotiations.

This agreement will sunset on June 30, 2013.

This agreement is dated: June 13, 2011



Russell Lee-Sung
AUHSD
Assistant Superintendent, Human Resources



Sharon Yager
CSEA
President, Chapter 74



Ken Ball
CSEA
LRR

MEMORANDUM OF UNDERSTANDING

Between the

Anaheim Union High School District (AUHSD)

and the

California School Employees Association (CSEA)


Health and Welfare Program Change

The Anaheim Union High School District (AUHSD) and the California School Employees Association (CSEA) Chapter 74 agree that as of January 1, 2010, the district's self-insured preferred provider plan was amended on a trial basis to include a formulary prescription plan through InformedRX. This plan includes a \$5 co-payment for generics, \$15 co-payment for formulary brand name prescriptions, and \$40 co-payment for non-formulary brands. The details of the plan, including contingency therapy and step therapy, are exactly the same as was recommended by the district insurance committee on Monday, October 26, 2009.

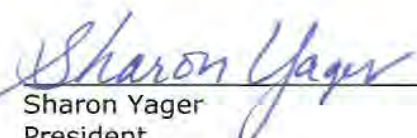
AUHSD and CSEA further agree that this trial will end on December 31, 2011, if CSEA notifies the AUHSD superintendent or assistant superintendent, human resources by 5:00 p.m. on November 15, 2011, that it wishes this trial formulary plan to end. If CSEA so notifies the district, this formulary plan shall end completely by the end of the day on December 31, 2011. AUHSD and CSEA agree that at that point there will be no formulary plan for CSEA represented employees in the district's self-insured preferred provider plan, there will be no step therapy, and there will be no contingency therapy, and that this prescription plan will revert back to \$5 for generics and \$15 for all other brand name drugs.

This agreement shall be considered non-precedence setting and in no way relinquishes the right of either party to negotiate in the area of Health and Welfare.

This agreement is dated: November 4, 2010



Russell Lee-Sung
Assistant Superintendent
Human Resources



Sharon Yager
President
CSEA, Chapter 74

MEMORANDUM OF UNDERSTANDING

Between the

Anaheim Union High School District (AUHSD)

And the

California School Employees Association (CSEA)

With this Memorandum of Understanding, The California School Employee Association (CSEA) and the Anaheim Union High School District (AUHSD) agree to modify the HMO health insurance benefit plan for employees as follows:

As it pertains to the HMO plan design changes: Office Visit co-payment and Emergency Room co-payment, Option 5. Increasing the office visit co-payment from \$5.00 to \$15.00 and the Emergency Room co-payment from \$50.00 to \$100.00.

This agreement has no effect on any other portion of the District's benefit plan.

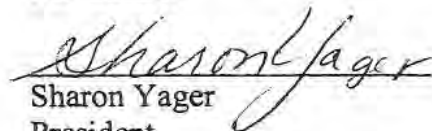
This agreement is dated: September 9, 2008

For the District:



Denise Selbe
Asst. Superintendent
Human Resources

For CSEA:



Sharon Yager
President
CSEA, Chapter 74

California School Employees Association
And The
Anaheim Union High School District

Memorandum of Understanding

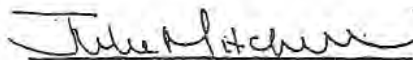
Bilingual Status

This memorandum of understanding stipulates an agreement between the Anaheim Union High School District and the California School Employees Association (CSEA) to develop understanding and specific guidelines regarding bilingual status and compensation. CSEA and the District will address when a bilingual stipend or classification should be assigned as well as a complete and specific definition of the requirements, responsibilities, job duties, assigned tasks, replacement and/or removal of bilingual status as it relates in scope to which a mandatory meet and confer must take place.

The Association and District shall meet, study and develop a specific plan of action on or before September 30, 2006, which will include incremental steps for implementation.

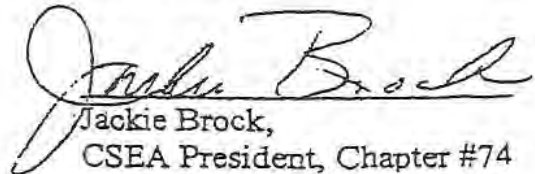
This agreement dated June 28, 2006

For the District:



Julie Mitchell,
Assistant Superintendent, HR

For CSEA:



Jackie Brock,
CSEA President, Chapter #74

MEMORANDUM OF UNDERSTANDING

Between the

Anaheim Union High School District (AUHSD)

and the

California School Employees Association (CSEA)

Salary Schedule 2012-13

The salary schedule for the 2012-13 fiscal year shall be the schedule in effect in 2011-12 and incorporated into CSEA Appendix A-1.

The District and CSEA agree there will be two (2) furlough days for fiscal year 2012-13 if the 2012-13 deficated BRL remains at \$5925 which is the BRL for 2011-12.

If the approved state budget is reduced below the current deficated BRL/ADA or if the budget is further reduced during the school year due to triggered mid-year reductions, the following will occur in this order to address the budget shortfall.

Furlough Days - Add up to seven (7) additional furlough days within the 2012-2013 fiscal year based upon the formula below:

BRL/ADA between \$5925 and \$5846	Work year remains at work year minus two days.
BRL/ADA between \$5845 and \$5814	Work year reduced by one additional budget-cut day
BRL/ADA between \$5813 and \$5782	Work year reduced by two additional budget-cut days
BRL/ADA between \$5781 and \$5750	Work year reduced by three additional budget-cut days
BRL/ADA between \$5749 and \$5718	Work year reduced by four additional budget-cut days
BRL/ADA between \$5717 and \$5686	Work year reduced by five additional budget-cut days
BRL/ADA between \$5685 and \$5654	Work year reduced by six additional budget-cut days
BRL/ADA between \$5653 or below	Work year reduced by seven additional budget-cut days

Any time after November 7, 2012 the district may request and CSEA will agree to negotiate further reductions if necessary.

The dates of the two furlough days plus any additional furlough days will be mutually agreed upon.

The District shall not implement any layoff action or reduction in assignment action impacting members of the bargaining unit for the period of July 1, 2012 through June 30, 2013. The only exception would be the Board approved layoff of categorical positions enacted on April 19, 2012 and the layoff action on April 27, 2012.

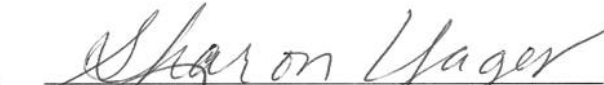
There shall be no reductions in sick leave, vacation leave or holidays for the 2012-2013 school year as a result of the furlough day schedule mentioned above.

This agreement sunsets on June 30, 2013.


This agreement is dated: May 10, 2012



Russell Lee-Sung
Assistant Superintendent, HR



Sharon Yager
President, CSEA, Chapter 74



Kent Ball
CSEA, LRR

MEMORANDUM OF UNDERSTANDING

Between the

Anaheim Union High School District (AUHSD)

and the

California School Employees Association (CSEA) and its Chapter 74

2013-2014 Salary, Bereavement Leave

The Anaheim Union High School District (AUHSD) and California School Employees Association (CSEA) and its Chapter 74 agree to the following:

Salary 2013-2014

The salary schedule for the 2013-14 fiscal year will remain the same as 2012-13, with no furlough days.

There will be no furlough days for the 2013-14 fiscal year and there will be no layoffs for the 2013-14 school year.

If an agreement is reached with any other collective bargaining group that increases salary for the 2013-14 school year the District will provide the same increase or re-open negotiations.

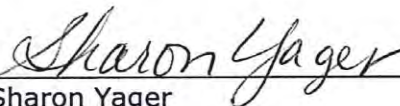
Bereavement Leave

In exceptional circumstances, the superintendent may grant up to two (2) additional days leave. This language will be effective July 1, 2013, and will be moved to the contract Article 12.1 during 2014-15 contract negotiations.

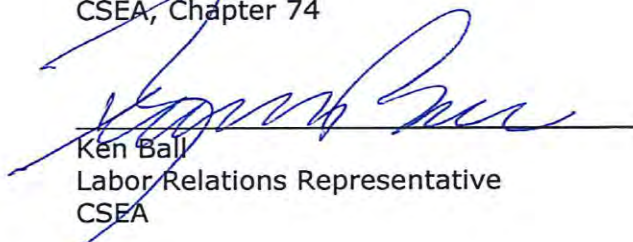
This agreement is dated: November 7, 2013



Russell Lee-Sung
Assistant Superintendent
Human Resources



Sharon Yager
President
CSEA, Chapter 74



Ken Ball
Labor Relations Representative
CSEA

MEMORANDUM OF UNDERSTANDING

Between the

Anaheim Union High School District (AUHSD)

and the

California School Employees Association (CSEA)

Health and Welfare Program Change

The Anaheim Union High School District (AUHSD) and the California School Employees Association (CSEA) Chapter 74 agree as of January 1, 2012 to modify the health insurance benefit plan for employees as follows:

HMO Health Insurance Benefit Plan

- Office Visit Co-Pay: Increase office visit co-pay from \$15 to \$20.
- Inpatient Deductible: No change to current plan. No co-pay.
- Outpatient Deductible: No change to current plan. No co-pay.
- Prescription Drug Plan: No change to current plan.

District's Self-insured PPO Benefit Plan and Prescription Plan

- Annual Deductible: Increase from \$200/single to \$275/single, \$600/family to \$825/family.
- Office Visit Co-Pay: No change to current plan. No co-pay for office visits.
- Chiropractic Care: Limit office visits for chiropractic care and services to 31 per calendar year (Current plan limits manipulations only).
- The prescription drug plan:
 - The prescription drug plan vendor will be changed to Express Scripts.
 - Co-Pay: \$5/generic, \$15/brand name
 - No Contingency Therapy
 - No Step Therapy

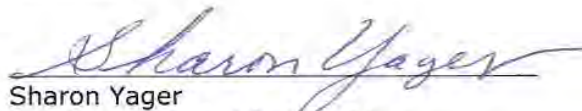
If any other employee collective bargaining group receives a health and welfare plan for 2012 that is better than the program agreed to above, CSEA will receive the same program.

This agreement shall be considered non-precedence setting and in no way relinquishes the right of either party to negotiate in the area of Health and Welfare. This agreement has no effect on any other portion of the District's benefit plan.

This agreement is dated: December 8, 2011



Russell Lee-Sung
Assistant Superintendent, HR



Sharon Yager
President, CSEA, Chapter 74



Ken Ball
CSEA, LRR

MEMORANDUM OF UNDERSTANDING

Between the

Anaheim Union High School District (AUHSD)

And the

California School Employees Association (CSEA)

Health and Welfare Program Change for 2013

The Anaheim Union High School District (AUHSD) and the California School Employees Association (CSEA) agree as of January 1, 2013 to modify the health insurance benefit plan for employees as follows:

HMO Health Insurance Benefit Plan

- Specialist Visit Co-pay: Increase co-pay from \$20 to \$35
- ER Co-Pay: Increase co-pay from \$100 to \$150
- Advanced Imaging Co-Pay: Add co-pay of \$100
- Prescription Drug Plan: Change from two-tier to three-tier with \$5/\$15/\$40 co-pay

District's Self-insured PPO Benefit Plan and Prescription Plan

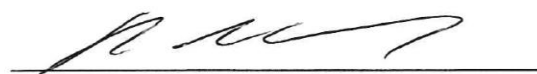
- ER Co-Pay: Add co-pay of \$100
- Out of Pocket Maximum: Increase the annual coinsurance maximum from \$10,000 to \$12,000
- Prescription Drug Plan: Change from two-tier to three-tier with \$5/\$15/\$40 co-pay

If any other employee collective bargaining group receives a health and welfare plan for 2013 that is better than the program agreed to above, CSEA has the right to accept the new change or reopen negotiations on health and welfare.

This agreement shall be considered non-precedence setting and in no way relinquishes the right of either party to negotiate in the area of Health and Welfare. This agreement has no effect on any other portion of the District's benefit plan.


This agreement is dated: October 11, 2012

For the District:

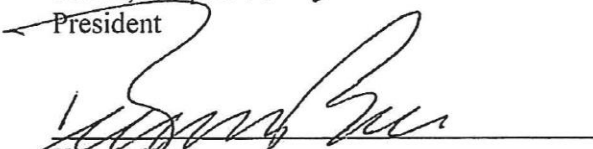


Russell Lee-Sung
Assistant Superintendent
Human Resources

For California School Employees Association
(CSEA):



Sharon Yager
CSEA, Chapter 74
President



Ken Ball
CSEA
LRR

MEMORANDUM OF UNDERSTANDING

Between the

Anaheim Union High School District (AUHSD)

and the

California School Employees Association (CSEA)

Health and Welfare – Cost Containment

CSEA and the District agree to the following changes to Article 2 Health and Welfare:

The current medical PPO and HMO plan for the 2012 year is indicated in the MOU approved on December 8, 2011 and supersedes current contract language. The District agrees to cover the costs for all health and welfare for 2012.

Beginning with the 2013 calendar year, the District shall contribute towards the cost of self-insured major medical not to exceed the super composite rate of \$1,197 per month/\$14,364 per year or HMO insurance not to exceed the super composite rate of \$984 per month/\$11,808 per year per eligible employee.

The following sections within Article 2 will be removed since they are no longer relevant:

2.1.1.2; 2.1.1.3; 2.1.4.1; 2.5

Article 2.9.1 will be replaced with revised language previously agreed in an MOU dated March 16, 2012.

Insurance Committee

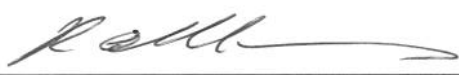
The Association may name two (2) regular members to the District Insurance Committee. Attendance at the meetings will not count against union business as described in 14.1. The Insurance Committee will review cost containment measures to reduce the cost of benefits and make recommendations on benefit modifications to the plan.

The Association and the District negotiation teams will work to reach an agreement on such cost containment provisions and upon agreement, recommendations shall be submitted for ratification.


If such agreement is not reached prior to November 1 of each year, the current benefits plan will carry over to the following plan year and the District is authorized to initiate payroll deductions beginning with the first paycheck in February for the difference between an average of the super composite rates of the PPO and HMO from current year and the average of the super composite rates for the new year.

The District and CSEA agree to negotiate on health and welfare beginning October 2 through October 31 in an effort to negotiate any plan changes or other cost containment measures.

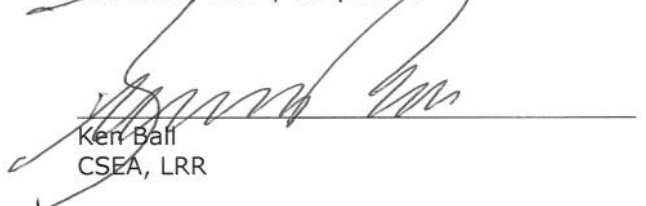
This agreement is dated: MAY 10, 2012



Russell Lee-Sung
Assistant Superintendent, HR



Sharon Yager
President CSEA, Chapter 74



Ken Ball
CSEA, LRR

TENTATIVE AGREEMENT
 BETWEEN
 THE CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
 AND ITS ANAHEIM HIGH CHAPTER 74
 AND
 THE ANAHEIM UNION HIGH SCHOOL DISTRICT
 2019-20 REOPENER

Pursuant to negotiations between the Anaheim Union High School District (District) and the California School Employees Association and its Anaheim High Chapter 74 (CSEA), the following Agreement concludes reopener negotiations for 2019-20. All terms and conditions of the 2017 – 2020 Agreement between the District and CSEA shall remain in full force and effect, with the following agreed upon by the parties:

ARTICLE 11: WAGES AND ITEMS RELATED TO WAGES

11.1 Salary

- a. For the **2019-20** school year, there shall be a wage increase of **one-half percent (0.50%)** applied to the entire classified (CSEA Bargaining Unit) salary schedule referenced herein as Attachment A, inclusive of any and all stipends (increase reflected in Sections 11.9 and 11.14) and longevity flat rate amounts (increase reflected in Sections **11.8** ~~11.9 and 11.14~~), for all bargaining unit members. All **2019-20 on-going** increases to wages, stipends, and longevity flat rate amounts shall include all employees in a regular classified position on or after July 1, 2019 and be retroactive to July 1, 2019.
- b. **One-Time Payment: In addition, bargaining unit members shall receive a one-time, off-schedule payment equal to one-half percent (0.50 %) of earnings as reflected on the 2019-2020 salary schedule, inclusive of any and all stipends and longevity flat rate amounts. This one-time, off-schedule payment shall apply to all unit members employed by the District as of the date of ratification of the Tentative Agreement.**

11.8 Longevity

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

2% plus **\$536** ~~\$533 (2018-19) \$524 (2017-18) \$519.00~~ additional after ten (10) years of service with the Anaheim Union High School District.

4% plus **\$1,593** ~~\$1,585 (2018-19) \$1,558 (2017-18) \$1,543.00~~ additional after (15) years of service with the Anaheim Union High School District.

7% plus **\$2,933** ~~\$2,918 (2018-19) \$2,868 (2017-18) \$2,840.00~~ additional after twenty (20) years of service with the Anaheim Union High School District.

10% plus **\$3,826** ~~\$3,807 (2018-19) \$3,742 (2017-18) \$3,705~~ additional after twenty-five (25) years of service with the Anaheim Union High School District.

12% plus ~~\$3,826~~ ~~\$3,807 (2018-19)~~ ~~\$3,742 (2017-18)~~ ~~\$3,705~~ additional after thirty (30) years of service with the Anaheim Union High School District.

Percentages and Flat Rates Stand Alone. They are not added or compounded.

11.9 Night Work Differential

All positions, the regularly assigned time of which requires the unit member to work more than one-half (1/2) times or more between the hours of 5:00 p.m. and 7:00 a.m., shall be paid \$139 ~~\$138.00 (2018-19)~~ ~~\$136.00 (2017-18)~~ ~~\$135.00~~ per month higher than the salary grade for daytime employees.

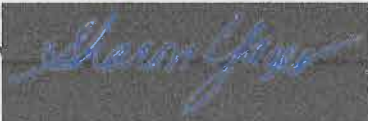
11.14 Bilingual Pay

Memorandum of Understanding Bilingual Status

Principals and District department heads shall be aware of employees who have voluntarily tested for and passed competency requirements in a language other than English. If the employee is selected for a bilingual assignment, the employee shall be compensated an additional \$139 ~~\$138.00 (2018-19)~~ ~~\$136.00 (2017-18)~~ ~~\$135.00 (2016-17)~~ ~~\$131.00~~ per month for conversing in a language other than English.

This TA is subject to all approvals required by CSEA Policy and adoption by the Anaheim Union High School District Board of Education.

DATED: August 11, 2020

BY: 


President, Anaheim High Chapter 74

DATED: August 11, 2020

BY: 

CSEA Labor Relations Representative

DATED: 8-11-20

BY: 

Brad Jackson
Assistant Superintendent, Human Resources

AGREEMENT BETWEEN

ANAHEIM UNION HIGH SCHOOL DISTRICT

AND

MID-MANAGERS ASSOCIATION

For the Period

July 1, 2018

to

June 30, 2021

Board Approved: December 13, 2018

Board Approved: May 7, 2019
For 2018-19

Board Approved: Pending
For 2019-20

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ARTICLE 1 – AGREEMENT AND RECOGNITION

This Agreement is made and entered into, by and between the Board of Trustees of the Anaheim Union High School District, whose address is 501 Crescent Way, Anaheim, California 92803-3520 (“District”), and the Anaheim Union High School District Mid-Managers Association, 100 Oceangate, Suite 1200, Long Beach, California 90802 (“Association”).

1.1 Parties and Term of the Agreement. This Agreement (“Agreement”) is made and entered into between the District and the Association. This agreement shall be in effect from the date of final ratification by both parties for a period of three years the remainder of 2018-19, 2019-20 and 2020-21, until June 30, 2021. The salary schedule, Attachment A, shall be in effect for the 2017-18 fiscal year, effective July 1, 2017.

1.2 Recognition. The Association is the exclusive representative for those probationary or permanent employees hired in the classified positions of Food Service Manager I, Plant Manager I, and Plant Manager II. Probationary and permanent employees in these three classifications will generally be referred to in this Agreement as “employees” or “bargaining unit members.”

1.3 Exclusions. Excluded from the bargaining unit represented by the Association are all other classified positions, substitute, temporary, supervisory, confidential, management as well as all other certificated personnel.

ARTICLE 2 – DISTRICT RIGHTS

2.1 Powers and Authority. It is understood and agreed that the District retains all of its powers and authority to direct, manage, and control to the full extent of the law. Included in but not limited to those duties and powers are the exclusive right to: determine its organization; direct the work of its employees; determine the times and hours of operation; determine the kinds and levels of services to be provided, and the methods and means of providing them; establish its educational policies, goals and objectives; insure the rights and educational opportunities of students; determine staffing patterns; determine the number and kinds of personnel required; maintain the efficiency of District operations, move or modify facilities; establish budget procedures and determine budgetary allocation and expenditure; and determine the methods of raising revenue. In addition, the District retains the right to hire, classify, assign, transfer, evaluate, promote, demote, terminate, and discipline employees.

2.2 Limitation by Agreement. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the District, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgement and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement, and then only to the extent such specific and express terms are in conformance with the law. The District retains its right to amend, modify or rescind the terms of this Agreement in cases of emergency, limited however to the actual duration of the emergency. The term “emergency” means a sudden, urgent, or unforeseen occurrence or occasion requiring immediate action, such as a natural disaster i.e., act of God, natural disaster, act of war, declaration of martial law, strike, insurrection, revolution, flood, earthquake, fire, epidemic, plague, drought, power failure, or energy crisis.

ARTICLE 3 - ASSOCIATION RIGHTS

3.1 Released Time

3.1.1 Negotiations. Commencing with reopener negotiations (following the first round of contract negotiations and during each school year when negotiations are in progress and following prior notice and schedule coordination with the immediate supervising administrator 3 authorized representatives of ASSOCIATION bargaining unit shall each be granted paid released time without loss of compensation for the purpose of meeting and negotiating with the District’s bargaining team. This released time shall be taken in minimum increments of one half day. Additional paid released time may be granted, if necessary, upon mutual agreement of the parties and with approval of the Superintendent’s designee.

Members of the MMA bargaining team shall be responsible for notifying their immediate supervisor of meeting times and dates and requesting released time one half day prior to scheduled negotiation meetings. Only in cases of emergency or hardship, as defined by the immediate supervisor, may a unit member's request be refused.

3.1.2 Released Time - Association Business. Upon 3 business days prior notice to the District an Association unit member shall be provided a maximum of 48 hours each school year of released time for the purpose of conducting Association business. These days shall be taken in minimum increments of 4 hours. Released time indicated above may be increased in cases of demonstrated need if requested by the Association and approved by the District.

As part of the prior notice to the District, the unit member will email his/her immediate supervisor of each scheduled meeting or leave request for Association business. The email will state the date and number of hours to be utilized for Association business. The Human Resources office will track the number of hours available for Association business.

In addition, attendance at meetings of the District Budget Committee and the District Insurance Committee shall be granted without loss of available hours for Association business. Committee attendance will not result in additional or overtime compensation.

3.2 Names and Addresses. Prior to October 15 of each school year, the District shall provide the Association with a list of names and work sites of all bargaining unit members.

3.3 Availability of Information. School Board Open Session Agenda and backup materials will be made available on the District website to the Association, at least 72 hours in advance of a regularly scheduled Board meeting, and 24 hours in advance of a special Board meeting.

3.4 Access to Work Sites. A professional staff representative from the Association shall, in accordance with the conditions noted herein, have the right of reasonable access to District facilities for the purpose of contacting unit members, and transacting lawful Association business. Upon arriving at a work site, any such representative shall first report to the office of the site administrator to announce his or her presence and the intended purpose of the visit.

In no event shall any representative or unit member interrupt or interfere in any way with normal work. Contacts with unit members shall be limited to unassigned times, breaks, and duty-free lunch periods.

3.5 Representation. A unit member has a right to a professional staff member from the Association or 1 unit representative for his/her representation when a meeting is conducted: to investigate facts that may lead to discipline; to adjust employee complaints/grievances; at disciplinary conferences that go beyond merely informing the unit member of discipline. The representative may, on behalf of the unit member, discuss facts, make arguments, act as a "buffer" between administration and the unit member. The right to representation does not attach in routine conversations, including, but not limited to: the giving of instructions; training of personnel; correcting work techniques; preliminary evaluation conferences; notifying employees of discipline.

3.6 New Hires and Orientation. The Association will be provided with the names, and work sites of all new unit members within five (5) days of their commencement at work. Such timelines may be extended by mutual agreement. The District will provide an opportunity for participation by a member in the Association in any new employee orientation program presented by the District for unit members.

3.7 Maintenance of Membership. Any employee who has authorized Association dues deductions on the effective date of this Agreement or at any time subsequent to the effective date of the Agreement shall continue to have such dues deductions made by the District during the term of this Agreement; provided however, that any employee may terminate such Association dues during the period of June 1 through June 10 of each year of the Agreement by notifying the Association in writing of his/her termination of Association dues deduction. Such notification shall be delivered in person or by U.S. mail and should be in the form of a letter. The Association will provide the District's Human Resources Department with the appropriate documentation to process these dues cancellations within ten (10) business days after the close of the withdrawal period. Association agrees to indemnify and hold harmless District, its officers, employees, and agents, with respect to any claims or litigation challenging this section (3.7).

ARTICLE 4 – HOURS

4.1 Workday. The standard workday for full-time employees shall be eight hours, subject to alternative work schedules contained in this Article. The workday shall include an unpaid lunch period of not less than one-half hour or more than one hour. Any change in assigned work hours will be subject to meet and consult with the Association. If no agreement is reached on changing assigned work hours, the District could implement the change following 10 business days prior written notice to the affected employee. It is recognized that the 8 hour workday has a different beginning and ending time during winter, spring and summer recess.

4.2 Workweek.

4.2.1 The workweek shall be 40 hours for full-time employees and regular five-day period except as indicated in Section 4.2.2 of this Article.

4.2.2 During scheduled school breaks (such as fall, winter, spring and summer) the District will continue to modify the work shift starting and ending times. The District may also institute a full-time workweek of alternate work schedule(s) such as a four-day, 10-hour workday ("4/10").

4.2.3 The District shall notify the Association prior to initiation, termination, or return to alternative work schedule(s) and start and ending work times.

4.3 Work Year. The work year shall be 12 months for the classifications of Plant Manager I and Plant Manger II. Food Service Manager I shall have a 10 month work year.

4.4 Overtime. All overtime hours shall be compensated at a rate of pay equal to time and one-half (1-1/2) the regular rate of pay of the employee. Overtime is defined to include any time in excess of 8 hours in any one day or in excess of 40 hours in any calendar week. No one shall order or authorize overtime unless it is approved in advance by the supervisor or site supervisor.

4.4.1 All hours worked by an employee on a holiday designated in Article 8 shall be compensated at the overtime rate of pay in addition to regular pay received for the holiday.

4.4.2 When a 10 hour per day, 40 hour per week schedule has been approved, the overtime rate shall be paid for all hours worked in excess of 10 hours per day or 40 hours per week.

4.4.3 When a 9 hour, 80 hour per 2 week schedule has been approved, the overtime rate shall be paid for all hours worked in excess of 9 hours per day or 80 hours in the two-week period.

4.4.4 The regular rate of pay for overtime purposes shall be the employee's hourly rate of pay plus any longevity rate paid on a monthly basis.

4.5 Compensatory Time.

4.5.1 Compensatory time may be granted by the employee's Manager in lieu of cash compensation for overtime work up to maximum 240 hours overtime (160 hours worked). Compensatory time accrues at the rate of one and one-half hours for each hour of employment for which overtime compensation is required by this Agreement.

4.5.2 An employee has the option of requesting compensatory time in lieu of cash compensation for overtime work, to be used within 12 calendar months. The employee's election to take compensatory time or to receive paid overtime shall be submitted in writing and approved by his/her Manager.

4.5.3 Compensatory time shall be taken at a time acceptable by the employee and the District. If the compensatory time has not been taken within 12

calendar months the District shall pay the employee for such time at the appropriate overtime rate.

4.6 Call-Back Time. Whenever an employee is called back to duty by a supervisor or designee, after the conclusion of the normal work shift, the employee shall receive a minimum of 3 hours pay or pay for the actual hours worked at the appropriate salary rate, whichever is greater.

4.7 Call-In Time. Whenever an employee is called to work by a supervisor or designee on a day which is not a regularly scheduled work day, the employee shall receive a minimum of 3 hours pay or pay for the actual hours worked at the appropriate salary rate, whichever is greater.

ARTICLE 5 – COMPENSATION AND ALLOWANCES

5.1 For the 2019-20 school year, there shall be a wage increase of one-half percent (.5%) applied to the entire classified (Mid-Managers Association) salary schedule referenced herein as Attachment A for all bargaining unit members. Wage shall include all employees in a regular classified position on or after July 1, 2019. All 2019-20 wage increases referenced herein and above shall be retroactive to July 1, 2019.

In addition to the wage increase referenced above, employees shall receive a one-time, off-schedule payment equal to one-half percent (0.5%) of their earned salary as reflected on the 2019-20 salary schedule. This one-time, off-schedule payment shall apply to all unit members employed by the District as of the date of the ratification of the Tentative Agreement.

5.2 Salary Step Advancement. Salary step advancement shall be granted upon completion of 1 year in the position. After satisfactory completion of 1 year, the employee shall advance from Step 1 to Step 2. “Satisfactory completion” refers to an overall satisfactory evaluation. If the employee does not receive a written evaluation for the 12-month period, the employee shall be deemed to have received a “satisfactory completion” for purposes of Section 5.2. Salary step advancement shall be annually thereafter upon satisfactory completion of service. Time spent on unpaid leave or other unpaid time is not counted towards the annual service requirement.

5.3 Longevity. Employees will be eligible for service recognition (longevity) in the Anaheim Union High School District. Eligible service in the District requires probationary or permanent employment. Service does not include substitute, or temporary employment. Time spent on unpaid leave or other unpaid time is not

counted towards the annual service requirement.

2% plus \$536 after ten (10) years of service with Anaheim Union High School District

4% plus \$1,593 after fifteen (15) years of service with Anaheim Union High School District

7% plus \$2,933 after twenty years (20) of service with Anaheim Union High School District

10% plus \$3,826 after twenty-five (25) years of service with Anaheim Union High School District

12% plus \$3,826 after thirty (30) years of service with Anaheim Union High School District

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

5.4 Uniforms. The cost of the purchase, lease or rental of uniforms, equipment, identification badges, emblems and cards required by the District shall be borne by the District. The District reports to CalPERS on a biannual basis the monetary value for the purchase of required clothing for District-covered CalPERS Classic Members, i.e., employees hired on or before December 31, 2012. The parties analyzed the value and determined it shall not exceed \$230.00 per fiscal year, unless an additional uniform authorization is necessary. The parties agree that, to the extent permitted by law, this is special compensation and shall be reported as such pursuant to Title 2 CCR, Section 571(a)(5) Statutory Items. The parties also agree that the District has no additional obligation or costs should the State of California or the IRS determine otherwise.

5.5 Safety Equipment. If the District requires the use of any equipment or gear to ensure the safety of an employee or others, the District shall provide such equipment or gear.

5.6 Cell Phones. Plant Manager I and II shall be provided a District cell phone to conduct District business. A \$50.00 per month stipend, in lieu of overtime payments, will be paid to Plant Manager I and II in consideration for required cell phone business calls made and received before and after normal work hours.

ARTICLE 6 – HEALTH AND WELFARE BENEFITS

6.1 Primary Benefits. The District shall contribute towards the cost of medical, dental, life, vision care, disability for classified employees, and accidental death /dismemberment insurance benefits for all eligible and active employees who work at least 4 hours per day in a regular classified position and the employee's eligible dependents. All plans shall be selected by the District. The health and welfare benefit plans have been recommended by the District Insurance Committee for calendar years 2018 and 2019.

6.1.1 Medical Insurance.

- A Preferred Provider Organization (PPO) major medical insurance plan for all employees and their dependents with \$275 deductible per person, maximum of \$1,100 per family.
- An Exclusive Provider Organization (EPO) major medical insurance plan.

6.1.2 Life and Accidental Death/Dismemberment Insurance. A group life and accidental death/dismemberment insurance for employee and life insurance protection for employee's spouse and eligible children.

6.1.3 Dental Insurance.

- A PPO dental insurance coverage plan. (No deductible.)
- An HMO dental insurance coverage plan.

6.1.4 Vision Care Insurance. A PPO vision care insurance coverage plan.

6.1.5 Mental Health and Substance Abuse Plan. Alcohol, drug abuse, and psychological care.

6.1.6 Short Term Income Protection Plan. Up to two years, with a 60 day elimination period, 66.6% of income not to exceed \$5,000 monthly benefit.

6.1.7 Hearing Aids. Hearing aids and annual hearing examination as required by a physician.

6.2 COBRA. All eligible employees who retire/terminate from the Anaheim Union High School District shall be eligible to participate in COBRA.

6.3 Insurance Committee. The Association may name 1 regular members to the District Insurance Committee. Attendance at the meetings will not count against union business as described in 14.1. The Insurance Committee will review cost containment measures to reduce the cost of benefits and make recommendations on benefit modifications to the plan.

The Association and the District negotiation teams will work to reach an agreement on such cost containment provisions and upon agreement, recommendations shall be submitted for ratification. The current maximum District contribution to the blended

super composite rate for calendar year 2018 is \$15,759. There will not be an employee contribution for calendar year 2018.

The District and the Association agree to negotiate Article 6, Health & Welfare Benefits between October 2nd and October 31st in an effort to negotiate any plan changes or other cost containment measures. If no agreement between the District and the Association regarding the current maximum District and employee contributions for the succeeding calendar year is reached prior to November 1 of each year, then the current benefits plans shall carry over to the following plan year and the District is authorized to initiate payroll deductions beginning with the first paycheck in February for the difference between an average of the super composite rates of the PPO and EPO from current year and the average of the super composite rates for the succeeding calendar year.

6.4 Retiree Health Benefits.

6.4.1 All employees who were hired/promoted to management prior to April 6, 2007, and who retire with 15 or more years of permanent service to the District, and who meet the CalSTRS/CalPERS retirement requirements, and who have not attained the age of 60, and who are permanent personnel in the employment of the District, and who are not otherwise covered by any similar programs provided through social security or other retirement plans, and who wish to participate in the major medical, including prescription coverage, and dental portion of the fringe benefit compensation package may do so and the District will pay medical and dental benefits for retiree only.

6.4.2 All employees who were hired/promoted to management on or after April 6, 2007, and who retire with 15 or more years of permanent service to the District, and who meet the CalSTRS/CalPERS retirement requirements, and who have not attained the age of 60, and who are permanent personnel in the employment of the District, and who are not otherwise covered by any similar programs provided through social security or other retirement plans, and who wish to participate in the major medical, including prescription coverage, and

dental portion of the fringe benefit compensation package may do so by depositing in advance with the District the monthly amount of the premium(s). To remain eligible for the District paid major medical and dental benefit coverage from ages 60-64, the retiree must deposit the monthly amount of the premium from the date of retirement until age 60.

6.4.3 All employees who were hired/promoted to management on or after April 6, 2007, and who retire with 15 or more years of permanent service to the District, and who meet the CalSTRS/CalPERS retirement requirements, and ages 60-65, and who are permanent personnel in the employment of the District, and who are not otherwise covered by any similar programs provided through social security or other retirement plans shall be provided with major medical, including prescription coverage, and dental portions of the fringe benefits compensation package for the retiree only, at no cost to him/her.

6.4.4 On the 1st day of the month immediately preceding the date that a retiree attains age 65, or becomes eligible for Medicare whichever occurs first, retiree coverage shall terminate. At this time, if the retiree is eligible for Medicare, the retiree who wishes to participate in a Medicare supplement plan, including prescription coverage, and dental portions of the fringe benefits compensation package from the District may do so by depositing the monthly amount of the premium(s) established each year.

6.4.5 All retired employees will receive no greater health benefit plans than those offered current, active employees. It is recognized that from time to time the health benefit plans including but not limited to deductibles and co-pays may change and therefore there shall also be health benefit plan changes for retirees. As a result, no retiree health benefit plans shall be greater or more beneficial than those health benefit plans provided active employees.

6.5 Eligibility. All employees in the bargaining unit who work at least four (4) hours per day in a regular classified position shall be covered under the programs provided in Section 6.1 of this Article.

Employees on approved unpaid leave of absence shall be eligible to participate in COBRA.

6.6 IRS Section 125 – Flexible Benefit Plan. The District shall provide an Internal Revenue Service Section 125 Plan for unit members. Such plan will include but not be limited to authorized eligible medical and dependent care expenses. The plan administrator for the IRS Section 125 Plan shall be selected by the District. Participation by employees in the plan shall be voluntary.

ARTICLE 7 – VACATION

7.1 Vacation Accrual. Earned vacation shall not be utilized until completion of the initial 6 months of employment in the District, unless permission is given by the District.

7.1.1 Every employee shall earn vacation at the prescribed rate. Vacation shall also be earned during any paid leave of absence.

7.1.2 Employees shall be entitled to vacation with pay, computed as follows:

12 month employees	23 days per fiscal year
10 month employees	21 days per fiscal year

7.2 Scheduling. Earned vacation shall be taken at times requested by employees and approved by the immediate supervisor. In order to facilitate planning, coordination of work amongst employees and supervisor's response to employees, each employee shall submit a vacation calendar for that school/fiscal year before the end of the first working month of the employee's work year. Changes to vacation calendar may be amended during the year utilizing the same approval process. All vacation requests shall be given a response by the requesting employee's supervisor within ten working days. Employees are encouraged to schedule vacations during periods when students are not in session.

7.2.1 All vacation days earned by regular full time employees with less than 5 years of service in the District must be taken within 12 months following the period in which earned and may not be accumulated beyond this period. Regular fulltime employees, after 5 years of service may "save" up to 6 days of vacation earned during the preceding year to be used within the following year for an extended vacation, not to exceed 29 working days, subject to the scheduling provisions in Section 7.2.

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

7.2.3 A vacation once having commenced may be terminated by the

employee upon notice to his/her manager for reasons including the employee becoming ill, returning to work, being laid off, being terminated from employment, or death of a member of the immediate family.

7.3 Vacation Accrual Payment/Deduction Upon Termination of Employment.

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

compensation. In case of termination, vacation time owed the District shall be deducted from the employee's final paycheck.

7.4 Vacation Carry-Over. Employees may accumulate vacation credit to a total 29 days from previous years. Vacation to be carried-over in excess of the vacation entitlement requires approval of the Superintendent or designee. When an employee is not permitted to take their full annual vacation, the amount not taken shall accumulate for use in the next year or be paid for, in cash, at the option of the Superintendent or designee.

7.5 Vacation Scheduling for Probationary Employees. Probationary employees may take vacation as approved by their supervisor. During the probation period, vacation may only be taken after days have been earned unless approved by supervisor, Employees shall accumulate vacation from their date of hire at the regular rate of pay earned at the time the vacation is commended.

7.6 Vacation upon Termination of Employment. Employees who resign, retire or are terminated and have taken vacation not yet earned, will have a prorated amount deducted from their final paycheck. On separation from service, the employee shall be entitled to lump sum compensation for all earned and unused vacation at the rate of pay applicable to their last regular assignment.

ARTICLE 8 – HOLIDAYS

8.1 Paid Holidays. A holiday schedule shall be adopted yearly by the Board of Trustees yearly. This schedule shall provide for 14 holidays, to include the following: Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Day after Thanksgiving, Christmas Day, Day Before or After Christmas, New Year's Day, Day Before or After New Year's Day, Martin Luther King, Jr. Day, Lincoln Day, Washington Day, Friday of Spring Break, and Memorial Day.

8.2 Holiday Eligibility. An employee must be in paid status on the working day

immediately preceding or succeeding the holiday to be paid for the holiday.

8.3 Holiday Pay. Any day defined as a paid holiday by Section 8.1 shall be paid at the regular rate of pay the employee would have received had the employee worked that day.

8.4 Pay for Working on a Holiday. Employees required to work on a holiday shall be paid their regular pay for the holiday, plus one and one-half times their regular rate of pay for all hours worked on the holiday. Compensatory time off may be earned at the same rate.

8.5 Weekend Holidays. When a holiday falls on Saturday, the holiday shall be observed on the preceding work day. When a holiday falls on Sunday, the holiday shall be observed on the succeeding work day.

ARTICLE 9 - LEAVES OF ABSENCE

9.1 General Leave Provisions.

9.1.1 Report of Absence. All employees must submit a report of absence form for any leave. In instances where the District has a need for verification, the employee shall be required to provide appropriate verification, which may include a physician's report, for any leave that he/she is claiming. Any payment made for a leave provided in this Article shall either be charged to the appropriate leave, refunded by the employee or deducted from his/her next paycheck.

9.1.2 Notice of Absences. Employees shall notify their manager at least 24 hours in advance, or as soon as possible.

9.1.3 The District retains the right to verify leaves.

9.2 Leaves of Absence With Pay.

9.2.1 Sick Leave.

9.2.1.1 Food Service Manager I employees shall be granted 10 sick leave days per fiscal year. Plant Manager I and II employees shall be granted 14.4 sick leave days per fiscal year.

9.2.1.2 Employees working less than full-time assignments shall be entitled to receive on a pro-rata basis the sick leave amount provided

in 9.2.1.1 above.

9.2.1.3 Probationary employees' sick leave days shall be prorated from the date of hire.

9.2.1.4 Permanent employees shall be credited at the beginning of each fiscal year with the number of full-pay sick leave days provided for their assignment year.

9.2.1.5. There shall be no limit to the year to year accumulation of unused full-pay sick leave.

9.2.1.6 The Assistant Superintendent, Personnel Services or designee may require any employee to report for a physical examination when in his/her judgment it is apparent that the employee or the District may be harmed if the condition is allowed to continue. The District shall pay for any such required examination.

9.2.1.7 For absences of more than 3 days or when there is a question as to the extent and duration of the disability, or the employee's ability to return to work, the District may require the employee to submit to an examination by a physician selected by the employee and the District. The selection must take place within 48 hours after the District's request. In the event the physician is not mutually selected within the time limit, the District shall select the physician from among those physicians under consideration by the employee and the District. The District shall pay for the medical examination. The employee will be given a copy of the physician's report. Such medical reports shall be submitted to the Assistant Superintendent of Human Resources or designee Director of Human Resources who shall maintain the confidentiality of such reports. Employees shall sign release for medical records so that District can review the medical records.

9.2.2 Industrial Injury and Illness Leave.

9.2.2.1 Eligibility. The provisions of this section shall apply to employees who have probationary and permanent status in the classified service.

9.2.2.2 Industrial Leave Allowance. An employee absent from duty because of industrial injury or illness resulting from a regular assignment and qualifying under the provisions of the

workers' compensation insurance law, shall be allowed for each injury or illness, full salary from the first day of absence to and including the last day of absence not to exceed 60 working days. Allowable leave under this section shall not be accumulative from year to year.

9.2.2.3 Normal Wage Amount. Payment for wages lost on any day shall not, when added to an award granted the employee under the Worker's Compensation laws of this state, exceed the normal wage for the day. The normal wages for the day shall, in the case of employees paid on an hourly basis, be based on the assigned time of the employees.

9.2.2.4 Use of Other Leaves. If an employee is still receiving worker's compensation insurance benefits after entitlement to industrial injury or illness leave is exhausted, he/she shall then be placed on regular sick leave. If, when an employee goes on regular sick leave he/she is receiving worker's compensation insurance benefits, he/she shall be entitled to use only so much of such other sick leave benefits which, when added to worker's compensation insurance benefits, provide for a normal full day's wage or salary.

9.2.2.5 Leave After Worker's Compensation. If the employee is no longer receiving worker's compensation insurance benefits but is still unable to return to work as determined by the District's designated medical provider or his physician, he/she shall then be placed on regular sick leave.

9.2.2.6 After Exhaustion of All Available Leaves. When all available leaves of absences have been exhausted and the employee is not medically able to assume the duties of his/her position, he/she shall be placed on a re-employment list for a period of 39 months.

9.2.3 Employment During Extended Sick Leave. Employees while on sick or other paid leave may not attain other employment that occurs during the employee's normal work hours. or similar employment that occurs at any time during the paid leave. In other words, an employee while on sick or other paid leave shall not work elsewhere in a similar position.

9.2.4 Personal Necessity Leave. Employees may use up to 10 days of sick leave in any fiscal year in cases of personal necessity. Personal necessity may

be used for circumstances that meet all of the following criteria: Are of a serious nature, and which the unit member cannot be expected to disregard, and which necessitate the immediate attention of the unit member, and which cannot be accommodated during off-duty hours.

9.2.4.1. Such leave may not be used for seeking other employment, rendering paid services, for recreational activities or for withholding services.

9.2.4.2. A unit member shall be allowed to use 2 days of personal necessity leave each school year which will not be charged against his/her accumulated sick leave.

9.2.5 Bereavement Leave. Employees shall be granted 3 days of paid leave, or 5 days if out of state travel is required, on account of the death of a member of his/her 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 or registered domestic partner of the employee, and the spouse, son, son-in-law, daughter, daughter-in-law, brother, brother-in-law, or sister, sister-in-law of the employee or registered domestic partner, domestic partner, or any relative living in the immediate household of the employee or registered domestic partner. In exceptional circumstances, the Superintendent may grant 2 additional days.

9.2.6 Military Leave. Employees shall be granted any military leave to which they are entitled, under law, as classified school employees. Employees shall be required to request military leaves in writing and shall supply the District with orders and status reports.

9.2.7 Parental Leave

9.2.7.1 Upon request, pregnant unit members shall be granted fully paid maternity leave for up to six weeks after the birth of a child. Additional maternity leave of up to six weeks shall be unpaid except that unit members may utilize accumulated sick leave (under section 9.2.1 and its subsections), and/or accumulated vacation leave (under Article 7), and/or extended sick leave during that time.

9.2.7.2 Upon request, non-pregnant unit members shall be

granted parental leave for up to twelve weeks after the birth of a child of the employee, or the placement of a child with an employee in connection with the adoption or foster care of the child by the employee. Said leave shall be limited to a total of twelve weeks leave during any twelve month period and shall be unpaid except that unit members may utilize accumulated sick leave (under section 9.2.1 and its subsections), and/or accumulated vacation leave (under Article 7), and/or extended sick leave during that time. Parental leave will be provided in accordance with existing law.

9.3 Leaves of Absence Without Pay.

9.3.1 Family Care Leave.

9.3.1.1 Employees shall be granted leave to which they are entitled in accordance with the provisions of the California Family Rights Act of 1993 (CFRA) and The Family and Medical Leave Act of 1993 (FMLA).

9.3.1.2 The District shall pay the employer's regular health benefits contributions for up to 90 days during the 12 month period. The District may recover the District's contribution if the employee fails to return from leave, except if the employee is in continuation, recurrence, or onset of a serious health condition, or something else beyond the employee's control.

9.3.1.3 An employee requesting Family Care Leave for any purpose may, at the employee's option, use accumulated vacation, or other applicable paid leave provided for in this Agreement. The total amount of permissible Family Care Leave shall be reduced by the amount of other leave used.

9.3.2 Effects of Leave Without Pay.

9.3.2.1 Time elapsed while on leave of absence without pay shall not be counted toward seniority for promotion, compensation, sick leave, or vacation privileges, unless the leave of absence is granted for government service.

9.3.2.2 Leaves of absence without pay shall be approved by the Board of Trustees on an annual basis. While on leave employees eligible for benefits shall be provided the opportunity to participate in the medical and dental programs at the employee's expense.

9.3.3 Cancellation of Leave.

9.3.3.1 The District may, upon evidence that the cause for granting it was misrepresented or has ceased to exist, cancel any leave of absence and the employee shall then report for duty no later than the third working day following receipt of notification of such cancellation.

9.3.3.2 The employee may request to cancel a leave of absence and the employee will be notified in writing of the District's decision.

9.3.4 Employment While on Leave. An employee while on unpaid leave of absence previously approved by the Board of Trustees may not accept other employment that occurs during the employee's normal work hours without the prior written approval of the Board of Trustees.

ARTICLE 10 - EVALUATION PROCEDURES

10.1 Evaluation. Each employee shall be evaluated by a designated manager. The following schedule for evaluating employees shall be followed:

10.1.1 Probationary Employees. All employees will serve 12 full months in a probationary status. Probationary employees shall be evaluated by the fourth, eighth, and eleventh months of employment on the form entitled, "Performance Evaluation Report." (Attachment B) Probationary employees may be dismissed without cause, with or without an evaluation at any time during the 12 months of probation.

10.1.2 Permanent Employees. Permanent employees should be evaluated at least once every other year on the form entitled, "Performance Evaluation Report."

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

10.2 Evaluation Forms. The current Performance Evaluation Report is attached

to the agreement as Attachment B. Should the Personnel Commission propose to amend the Performance Evaluation Report, then the proposed amendments shall be subject to negotiations between the parties.

10.3 Discussion of Evaluation. The evaluator shall discuss the performance evaluation report with the employee. The employee shall sign the evaluation form to indicate receipt, and he/she shall be given a signed copy.

10.4 Placement in Personnel File. Performance evaluation reports shall be filed in the employee's official personnel file and shall be available for review by the employee.

10.5 Employees Response. The employee may, within 10 working days of receipt of the performance evaluation form, attach a response, which will be included in the official personnel file.

10.6 Unsatisfactory Evaluations and Written Improvement Plan. An employee who receives an evaluation with an unsatisfactory rating will be expected to improve his/her performance to such an extent that a reevaluation within 90 calendar days may reflect an overall satisfactory rating. The employee will also receive during the evaluation conference a written improvement plan receive a plan of improvement which shall include specific comments and evidence of the unsatisfactory performance or behavior. The improvement plan shall provide written guidance to assist the employee in correcting any deficiencies and improving performance. The improvement plan shall also include steps the supervisor will take to assist the employee with the improvement plan. Failure to make such an improvement in performance will constitute sufficient grounds for disciplinary action.

10.7 Appeal Process. Any grievance under this Article shall be limited to a claim that the above procedures have been violated.

ARTICLE 11- PERSONNEL FILES

11.1 Materials in Personnel Files. Materials in personnel files of employees which may serve as a basis for or affect the status of their employment, are to be made available for the inspection of the person involved. Such materials are not to include ratings, reports., or records which: (1) were obtained prior to the employment of the person involved; (2) were prepared by identifiable examination committee members; or, (3) were obtained in connection with a promotional examination.

11.2 Inspection of Personnel File by Employee. Every employee shall have the

right to inspect such material upon request, provided that the request is made at a time when such person is not actually required to render services to the District.

11.3 Derogatory Information. Information of a derogatory nature, except material mentioned in Section 11.1, shall not be placed in the employee's personnel file until the employee is given 10 working days notice and an opportunity to review and comment thereon. An employee shall have the right to have attached to any such derogatory statement, his/her own comments. The employee's signature on this form does not necessarily indicate agreement with the entry.

11.4 Inspection of Personnel File by Association. The Association shall have the right to review a unit member's personnel file when accompanied by the employee.

ARTICLE 12 – LAYOFF AND REEMPLOYMENT

12.1 Notice. Whenever it is considered necessary by the District's Board of Trustees to reduce the number of employees or hours because of lack of work or lack of funds, the District shall give written notice to affected employees of their layoff at least 60 calendar days prior to the effective date of the layoff and the employees shall be informed of their displacement rights, if any, and reemployment rights. Failure of the employee to retrieve delivered mail or respond to notifications by the U.S. Postal Service of attempted delivery shall not be grounds for voiding notice or staying the timeliness for layoff. For purpose of this Rule, when a notice is mailed, the 5th working day following the mailing date is considered the date of receipt.

12.2 Order of Layoff. Whenever an employee is laid off, the order of layoff within the class shall be determined by length of service. The term length of service means hire date as a probationary and/or permanent employee in the class. The employee with the last hire date in the class, plus higher classes, shall be laid off first. Reemployment shall be in the reverse order of layoff. If two or more employees have the same hire date as a probationary employee, the determination of who shall be laid off first, shall be made by lot.

12.3 Displacement (Bumping) Rights. A classified employee who is laid off from a class and has achieved permanency in an equal or lower class shall have the right to displace a less senior employee in the equal or lower class.

12.4 Voluntary Demotion or Transfer. Employees who take voluntary demotions or voluntary reductions in assignment to a vacant position in lieu of layoff shall be, at the employee's option, returned to a position their former class or to positions with increased assigned time as vacancies become available, and with no time limit, except that they shall be ranked in accordance with their seniority on any reemployment list.

12.5 Reemployment Rights.

12.5.1 Employees who have been laid off shall be placed on reemployment lists by job classification and in order of seniority. A reemployment list shall remain in force for a period of 39 months. Persons on such a list shall be reemployed in preference to new applicants.

12.5.2 Employees who take voluntary demotions or voluntary reductions in assigned time in lieu of layoff or to remain in their present positions rather than be reclassified or reassigned, shall be granted the same rights as persons laid off and shall retain eligibility to be considered for reemployment for an additional period of up to 24 months; provided that the same tests of fitness under which they qualified for the appointment shall still apply.

12.6 Reemployment and Acceptance. Any employee who is laid off and is subsequently eligible for reemployment shall be notified in writing by the District of an opening. Such notice shall be sent by certified mail to the last address given to the District by the employee. Offers of reemployment are made by the Human Resources Department.

12.6.1 Employees who have been laid off will be offered reemployment in vacant positions in their former classifications according to seniority. Such employees will be offered reemployment while their names remain on the recall or reemployment list.

12.6.2 The District shall by certified mail, offer to the employee with the highest seniority on the reemployment list any vacancy to which the employee has a reemployment right.

12.6.3 While a reemployment list is in effect, no new employees shall be hired in classifications for which employees have reemployment rights, until all employees on the reemployment list have first been offered and declined the position.

12.6.4 An employee on a reemployment list will be given by the District one offer of full reinstatement, with two weeks to return to District employment.

12.6.5 Offers of reemployment are to fill vacant positions and may be at a different work location than the one from which the employee was laid off.

12.7 Retirement in Lieu of Layoff. An employee who is eligible to retire under CalPERS may elect to retire in lieu of layoff. Such employee shall, at least ten work days prior to the effective date of the proposed layoff, complete and submit a form provided by the District for this purpose.

12.8 Completeness of Article. The Association and the District agree that the above provisions in this Article shall be the full and complete agreement between the parties concerning layoff including the reduction of hours, reemployment due to layoff, voluntary demotion in lieu of layoff, voluntary reduction in hours in lieu of layoff, and the effects of such matters.

ARTICLE 13 – CONCERTED ACTIVITIES

13.1 Concerted Activities. The Association hereby agrees that neither it nor its officers, officials, agents, or representatives shall incite, encourage or participate in any strike, walkout, slowdown, or other work stoppage against the District during the life of this Agreement. In the event of a strike, walkout, slowdown, or work stoppage in violation of this Agreement, the Association and its respective officers, agents, and representatives will do everything reasonably within their power to end or avert the same.

13.2 Disciplinary Action. Any unit members engaging in or assisting any strike, slowdown, work stoppage, or other interference with the District's operations in violation of this Article shall be subject to disciplinary action up to and including termination.

ARTICLE 14 – GRIEVANCE PROCEDURE

14.1 Definitions.

14.1.1 A grievance is a claim by one or more specifically named employees alleging that there has been a violation of the specific terms of this Agreement. In no case shall this definition include the terms of any statute, law, regulation, handbook, procedure, policy or other document. Terms that are allegedly violated in the filing of a grievance shall relate only to the precise language of this Agreement and shall not include any other language construed to be part of this contract, either by inference or reference, or discipline of an employee.

14.1.2 A grievant is an employee alleging a grievance.

14.1.3 A manager, for purposes of this Article, refers to the individual who customarily assigns and reviews the activities of the grieving employee.

14.1.4 A representative is an individual designated by the MMA.

14.1.5 Day or days shall mean any weekday on which the administrative offices of the District are open for business to the general public.

14.1.6 Reference to any management representative shall include any designee.

14.2 Conditions.

14.2.1 If the employee files any grievance other than under this procedure, then the District shall not be required to process the same claim or set of facts under this procedure.

14.2.2 The failure of the employee to act on any grievance within the prescribed time limits will act as a bar to any further appeal. The District's failure to give a decision within the time limits shall permit the grievant to proceed to the next step. The time limits, however, may be extended by mutual agreement in writing.

14.2.3 The grievant shall have the right to be accompanied by a MMA representative at each Step in the grievance procedure commencing at Step Two.

14.2.4 All materials concerning the employee's grievance shall be kept in a file separate from the employee's personnel file.

14.3 Procedures.

14.3.1 Step One – Informal Resolution.

14.3.1.1 Employees and their immediate supervisor should attempt to resolve a potential grievance as soon as practical.

14.3.1.2 No later than 10 days after an alleged grievance occurs,

the employee shall inform the immediate supervisor of the alleged grievance.

14.3.1.3 The immediate supervisor shall make his/her decision known to the grievant in writing within 10 workdays of learning of the potential grievance.

14.3.2 Step Two – Immediate Supervisor. If the grievance cannot be resolved at Step One, the grievant shall reduce the allegation and remedy sought to writing on the District Grievance Form. Within 10 days of the immediate supervisor's written decision, the grievant must file a completed copy of the Grievance Form with the immediate supervisor. The immediate supervisor shall provide a written decision to the grievant within 10 days of receipt of the grievance.

14.3.3 Step Three – Assistant Superintendent, Personnel Services or Designee. Within 10 days of the written decision in Step Two above, the grievant must file a completed copy of the Grievance Form to the Assistant Superintendent, Personnel Services. The Assistant Superintendent, Personnel Services or designee will provide a written decision to the grievant within 10 days of receipt of the grievance.

14.3.4 Step Four – Mediation. Within 10 days of the written decision in Step Three above, the grievant must file a completed written request for mediation with the Office of State Mediation & Conciliation with a copy to the Assistant Superintendent, Personnel Services. The Superintendent or designee will provide a written decision to the grievant within 10 days of receipt of the grievance.

14.3.5 Step Five – Arbitration.

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

14.3.5.2 Selection of Arbitrator. The Association and the District shall agree upon an arbitrator. If no agreement is reached within 10 days, the parties shall request the Public Employment Relations Board submit to the Association and the District the names of 7 arbitrators, all

of whom are located in Southern California, and who are members of the National Academy of Arbitrators. Each party shall alternatively strike a name until only 1 name remains who shall be the arbitrator. The party who strikes the first name shall be determined by lot.

14.3.5.3 Hearing: Arbitrator's Decision. The arbitrator selected in accordance with paragraph 14.3.5.2 above shall conduct a hearing promptly. The arbitrator shall hear the issues presented, and shall render a decision promptly, but in no event later than 30 calendar days from the date of the hearing or 30 calendar days from the deadline for filing post-hearing briefs, whichever occurs later.

14.3.5.4 Fees and Expenses. The fees and expenses of the arbitrator and the hearing shall be borne equally by the parties. All other expenses, including witness fees, conferees, etc., shall be borne by the party incurring them.

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

14.3.5.6 Limitations Upon Arbitrator. The arbitrator shall have no power to alter, amend, change, add to, or subtract from any of the terms of this Agreement, but shall determine only whether or not there has been a misapplication, misinterpretation or violation of the Agreement, in the respect alleged in the grievance and the appropriate remedy. The decision of the arbitrator shall be based solely upon evidence and arguments presented by the respective parties in the presence of each other, and upon arguments presented in briefs. This Agreement constitutes a collective bargaining agreement between the parties which shall be interpreted and applied to the parties by the arbitrator in the same manner as any other collective bargaining agreement under the laws of the State of California.

The function and purpose of the arbitrator is to determine disputed interpretations of terms actually found in the Agreement, or to determine disputed facts upon which the application of the Agreement

depends. The arbitrator shall therefore not have authority to decide any issue not submitted or to interpret or apply the Agreement so as to change what can fairly be said to have been the intent of the parties as determined by generally accepted rules for contract construction. Past practice of the parties in interpreting or applying terms of this Agreement may be relevant evidence, but shall not be used so as to justify, or result in, a modification (whether by addition or detracting) of the written terms of this Agreement.

The arbitrator shall only have the power to render an award on grievances occurring while this Agreement is in effect.

The arbitrator may hear and determine only 1 grievance at a time unless the parties expressly agree otherwise. Both parties will in good faith endeavor to handle cases which involve the same or similar facts and issues in an expeditious and convenient manner.

No decision rendered by the arbitrator shall be retroactive beyond the beginning of the last payroll period prior to the 20 day period specified in Step 1 of the grievance procedure.

14.3.5.7 Rules of Procedure. The decision of the arbitrator, within the limits herein prescribed, shall be binding on the Association, the District and the grievant.

ARTICLE 15 - SEVERABILITY AND SAVINGS

15.1 Validity of Provisions. If any provision of this Agreement or any application of this Agreement is determined to be void or invalid, such provision shall be inoperative, but all other provisions shall not be affected and shall continue in full force and effect.

15.2 Validity of Articles. In the event that any Article or Section of an Article is held invalid or enforcement of or compliance with which has been restrained as above set forth, the parties affected thereby shall enter into immediate negotiations, upon the request of the ASSOCIATION or the District, for purposes of arriving at a mutually satisfactory replacement for such Article or Section during the period of invalidity or restraint.

ARTICLE 16 – CONTRACTING OUT

16.1 Work normally performed by employees in this bargaining unit shall not be contracted out unless it can be done without transfer or layoff.

ARTICLE 17 – DURATION, CONCLUSION OF MEET AND NEGOTIATE AND COMPLETE AGREEMENT AND CONDITIONS

17.1 Term. This Agreement shall be in effect from the date of final ratification by both parties for a period of three years, the remainder of 2018-19, 2019-20 and 2020-21, until June 30, 2021. The salary schedule, Attachment A, shall be in effect for the 2017-18 fiscal year, effective July 1, 2017.

The following two articles after providing public notice at a meeting of the Board of Trustees will be reopened for negotiations for fiscal years 2018-19, 2019-20, and 2020-21:

- (1) Article 5 – Salary & Allowances
- (2) Article 6 - Health & Welfare Benefits

The full contract may be reopened for negotiations at the option of the Association or the District commencing in the last month of this Agreement, June 2021, following the Association and District "sunshining" of negotiation proposals.

17.2 Reopener Negotiations. The District and the Association agree that all negotiable items have been discussed during the negotiations leading to this Agreement, including salaries and benefits, and conditions of employment, and therefore the District and the Association further agree that negotiations will not be reopened on any item during the term of this Agreement, except by mutual agreement of the District and the Association, or as expressly provided otherwise in this Agreement, regarding Article 5 – Salary & Allowances and Article 6 - Health & Welfare Benefits.

17.3 Conclusion of Meet and Negotiate. The District and the Association agree that this Agreement is intended to cover all matters related to wages, hours, and all other terms and conditions of employment and that during the term of the Agreement neither the District nor the Association, without mutual agreement, will be required to meet and negotiate on any of the matters that have been negotiated in this agreement, subject to the reopening of Article 5 – Salary & Allowances and Article 6 – Health & Welfare Benefits per Section 17.1.

17.4 and signatures on next page.

17.4 Complete Agreement. This Agreement shall constitute the full and complete agreement between the parties and shall supersede and cancel all previous agreements, both written and oral. This Agreement may be altered, changed, added to, deleted from or modified only through the voluntary mutual consent of the parties in a written and signed amendment to this Agreement.

FOR THE ANAHEIM UNION
HIGH SCHOOL DISTRICT

FOR THE ANAHEIM UNION
HIGH SCHOOL DISTRICT MID-
MANAGERS ASSOCIATION

By: Brad Jackson
Brad Jackson
Assistant Superintendent
Human Resources

By: James Patanella
James Patanella
Association President
Food Service Manager I

By: Jennifer Root
Jennifer Root
Assistant Superintendent
Business Services

By: Alfred Bill, Jr.
Alfred Bill, Jr.
Plant Manager I

By: Orlando Griego
Orlando Griego
Director, Food Service

By: Ted Gorkin
Ted Gorkin
Plant Manager I

By: Lance Bidnick
Lance Bidnick
Director, Maintenance and Operations

By: Rigo Perez
Rigo Perez
Plant Manager II

By: Spencer E. Covert
Spencer E. Covert
Chief Spokesperson

By: Melvin Stevens
Melvin Stevens
Plant Manager I

ANAHEIM UNION HIGH SCHOOL DISTRICT
 MID-MANAGERS UNION
 2019/2020 SALARY SCHEDULE
 Effective 7/1/19 - BOT Approved 9/15/20

Salary Range	Position Title	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	
2	PLANT MANAGER I	4,417.00	4,578.00	4,755.00	4,936.00	5,120.00	5,309.00	5,418.00	5,515.00	5,627.00	5,734.00	Monthly
3	** FOOD SERVICE SITE MANAGER I	4,510.00	4,685.00	4,863.00	5,053.00	5,250.00	5,456.00	5,562.00	5,669.00	5,781.00	5,891.00	Monthly
4	PLANT MANAGER II	4,625.00	4,800.00	4,979.00	5,167.00	5,367.00	5,572.00	5,675.00	5,784.00	5,894.00	6,007.00	Monthly
5		4,725.00	4,912.00	5,100.00	5,302.00	5,506.00	5,718.00	5,834.00	5,949.00	6,064.00	6,183.00	Monthly

Each longevity step stands on its own and is not cumulative nor compounded. Longevity:
 2% plus \$536 after ten (10) years of service with AUHSD
 4% plus \$1593 additional after fifteen (15) years of service with AUHSD
 7% plus \$2,933 additional after twenty (20) years of service with AUHSD
 10% plus \$3,826 additional after twenty-five (25) years of service with AUHSD
 12% plus \$3,826 additional after thirty (30) years of service with AUHSD

* Overtime Exempt

** Ten Month Employees

ANAHEIM UNION HIGH SCHOOL DISTRICT
 MID-MANAGERS UNION
 2020/2021 SALARY SCHEDULE
 Effective 7/1/19 - BOT Approved (pending BU agreement)

Salary Range	Position Title	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	
2	PLANT MANAGER I	4,417.00	4,578.00	4,755.00	4,936.00	5,120.00	5,309.00	5,418.00	5,515.00	5,627.00	5,734.00	Monthly
3	** FOOD SERVICE SITE MANAGER I	4,510.00	4,685.00	4,863.00	5,053.00	5,250.00	5,456.00	5,562.00	5,669.00	5,781.00	5,891.00	Monthly
4	PLANT MANAGER II	4,625.00	4,800.00	4,979.00	5,167.00	5,367.00	5,572.00	5,675.00	5,784.00	5,894.00	6,007.00	Monthly
5		4,725.00	4,912.00	5,100.00	5,302.00	5,506.00	5,718.00	5,834.00	5,949.00	6,064.00	6,183.00	Monthly
9	MAINTENANCE FOREMAN (Effective 7/15/20)	5,170.00	5,375.00	5,587.00	5,805.00	6,035.00	6,267.00	6,391.00	6,518.00	6,645.00	6,776.00	Monthly

Each longevity step stands on its own and is not cumulative nor compounded. Longevity:

- 2% plus \$536 after ten (10) years of service with AUHSD
- 4% plus \$1593 additional after fifteen (15) years of service with AUHSD
- 7% plus \$2,933 additional after twenty (20) years of service with AUHSD
- 10% plus \$3,826 additional after twenty-five (25) years of service with AUHSD
- 12% plus \$3,826 additional after thirty (30) years of service with AUHSD

* Overtime Exempt

** Ten Month Employees

**ANAHEIM UNION HIGH SCHOOL DISTRICT CLASSIFIED PERSONNEL DEPARTMENT
PERFORMANCE EVALUATION REPORT**

CLICK AND ENTER DATA IN THE APPROPRIATE AREAS

Employee Name:		Employee Status:		Location Name:	
Class Title:		Employee ID #:		Due Date:	
				Location	
If Unscheduled Report, Mark Here <input type="checkbox"/>					
A	B	C	D	E	
Not Satisfactory	Requires Improvement	Effectively Meets Standards	Exceeds Standards	SECTION A Factor Check List: Immediate supervisor must mark each factor in the appropriate column.	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Probationary Regular: <input type="checkbox"/> 3 months <input type="checkbox"/> 5 months	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Probationary Administrator: <input type="checkbox"/> 4 months <input type="checkbox"/> 8 months <input type="checkbox"/> 11 months	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Permanent Classified Employee: <input type="checkbox"/> Bi-Annual Report	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	SECTION B: Record job STRENGTHS and superior performance.	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	-See Appendix A, Section B	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	1. Observance of work hours	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	2. Attendance	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	3. Grooming and dress	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	4. Compliance with rules	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	5. Safety practices	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	6. Public contacts	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	7. Pupil contacts	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	SECTION C: Record PROGRESS ACHIEVED in attaining previously set goals for improved work performance for personal or job qualifications.	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	8. Employee contacts	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	9. Knowledge of work	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	10. Work judgments	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	11. Planning and organization	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	12. Job skill level	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	13. Quality of work	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	SECTION D: Record specific GOALS or IMPROVEMENT PROGRAMS to be undertaken during next evaluation period.	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	14. Volume of acceptable work	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	15. Meeting deadlines	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16. Accepts responsibility	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17. Accepts direction	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	18. Accepts change	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	19. Effectiveness under stress	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	20. Operation, care of equipment	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	21. Work coordination	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	22. Initiative	
ADDITIONAL FACTORS					
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	SUMMARY EVALUATION Mark overall performance	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Not satisfactory <input type="checkbox"/> Requires improvement	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Effective-meets standards <input type="checkbox"/> Exceeds Standards	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Comments:	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
FACTORS FOR SUPERVISORS					
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	23. Planning and organizing	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	24. Scheduling and coordinating	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	25. On the job training	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	26. Productivity	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	27. Evaluating subordinates	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	28. Judgments and decisions	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	29. Leadership	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	30. Operational economy	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	31. Supervision	
ADDITIONAL FACTORS					
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Employee Signature:	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Date:	

DISTRIBUTION: Personnel (original), Employee (copy), Supervisor, Principal, or Administrator (copy)

Appendix A

EXHIBIT FF

Employee Name:	Location:	Date Due:
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SECTION B: Record job STRENGTHS and superior performance.

--

SECTION C: Record PROGRESS ACHIEVED in attaining previously set goals for improved work performance for personal or job qualifications.

--

SECTION D: Record specific GOALS or IMPROVEMENT PROGRAMS to be undertaken during next evaluation period.

--

SECTION E: Specify work performance deficiencies or job behavior requiring improvement or correction.

--

**Tentative Agreement Between Anaheim Union High School District
and**

Mid-Managers Association

September 3, 2020

ARTICLE 5 – COMPENSATION AND ALLOWANCES

5.1 For the 2019-20 school year, there shall be a wage increase of one-half percent (.5%) applied to the entire classified (Mid-Managers Association) salary schedule referenced herein as Attachment A for all bargaining unit members. Wage shall include all employees in a regular classified position on or after July 1, 2019. All 2019-20 wage increases referenced herein and above shall be retroactive to July 1, 2019.

In addition to the wage increase referenced above, employees shall receive a one-time, off-schedule payment equal to one-half percent (0.5%) of their earned salary as reflected on the 2019-20 salary schedule. This one-time, off-schedule payment shall apply to all unit members employed by the District as of the date of the ratification of the Tentative Agreement.



Brad Jackson

Assistant Superintendent, Human Resources



James Patanella

Association President

AGREEMENT

between the

**ANAHEIM UNION HIGH SCHOOL
DISTRICT**

and the

**ANAHEIM PERSONNEL AND GUIDANCE
ASSOCIATION**

for the period

August 7, 2019

through

***the first Counselor work day of
the 2020-21 school year***

Agreement for 2019-2021
Board Approved: June 20, 2019

Reopener Agreement for 2019-2020
Board Approved: Pending

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ARTICLE 1: AGREEMENT

1.1 Agreement

This Agreement is made and entered into this 14th day of June 2018 by and between the Board of Trustees of the Anaheim Union High School District, whose address is 501 Crescent Way, Anaheim, California, 92803, hereinafter referred to as the "District" or "Board" and the Anaheim Personnel and Guidance Association, hereinafter referred to as the "Association" whose address is 501 Crescent Way, Anaheim, California, P.O. Box 3520, Anaheim, California, 92803-3520.

1.2 Definitions

Whenever utilized in this Agreement:

"Working Day" shall mean any day in which the District Education Center is open for business.

"School Day" shall mean any day unit members covered herein are required to be on duty.

"Superintendent" shall mean the chief executive officer of the District or designee.

"Unit Member/Counselor" unless otherwise clearly indicated by the context, shall mean any person employed by the District in a position or classification which is included within the recognized or certified negotiating unit described in Article 1 - Recognition.

"Board" shall mean the Board of Trustees of the Anaheim Union High School District or its designees.

"Employee" shall mean any person employed by the District in any capacity, including unit members.

1.3 Entire Agreement

The District shall not be bound by any requirement which is not expressly and explicitly stated in this Agreement. Specifically, but not exclusively, the District is not bound by any past practices of the District or understandings with any employee organization or council, unless such past practices or understandings are specifically stated in this Agreement.

The Association agrees that the Agreement is intended to cover all matters relating to wages, hours and all other terms and conditions of employment and that during the term of the Agreement neither the District nor the Association will be required to meet and negotiate on any further matters affecting these or any other subjects not specifically set forth in this Agreement, even though such subject or matters may not have been within the knowledge or contemplation of either or both the District or the Association at the time they met and negotiated on and executed this Agreement, or even though such subjects or matters were proposed and later withdrawn.

ARTICLE 2: RECOGNITION

For the term of this Agreement, the Board of Trustees of the Anaheim Union High School District recognizes the Anaheim Personnel and Guidance Association as the exclusive representative for the following unit:

Included: All regular contract certificated employees who are assigned with District policy 6301.35, Guidance Counselor.

Excluded: All management employees as defined and listed in Board policy; all classified employees; all supervisory and confidential employees; all casual or limited term personnel; all teachers; all nurses; all librarians; all categorically funded teachers; all hearing impaired resource employees; all occupational assessment employees; all itinerant vision resource employees; all substitutes; all temporary employees as defined in Education Code sections 44920 and 44918; all hourly certified personnel; and all summer school and home teachers.

The Association agrees that this represents the appropriate unit and it will not seek by any means, including but not limited to any PERB proceedings, to amend or change in any way the unit described herein. However, the Association shall have the right to seek unit clarification by PERB proceedings on any new titles not specified in the above unit description. Nothing agreed to herein will prevent adjustments to the unit to be made upon mutual agreement of the District and the Association.

Disputes concerning this Article are not subject to the grievance provisions of Article 8.

ARTICLE 3: MANAGEMENT RIGHTS AND RESPONSIBILITIES3.1 Reserved Rights

All matters not specifically enumerated as within the scope of negotiations in Government Code 3543.2 are reserved to the District. It is agreed that such reserved rights include, but are not limited to, the exclusive right and power to determine, implement, supplement, change, modify, or discontinue, in whole or in part, temporarily or permanently, any of the following:

- 3.1.1 The legal, operational, geographical, or organizational structure of the District, including the chain of command, division of authority, organizational divisions and subdivisions, external and internal boundaries of all kinds, and advisory commissions and committees;
- 3.1.2 The financial structure of the District, including all sources and amounts of financial support, income, funding, taxes and debt, and all means and conditions necessary or incidental to the securing of same, including compliance with any qualifications or requirements, imposed by law or by funding sources as a condition of receiving funds; all investment policies and practices; all budgetary matters and procedures, including the budget calendar, the budget formation process, accounting methods, fiscal and budget control policies and procedures, and all budgetary allocations, reserves, and expenditures apart from those expressly allocated to fund the wage and benefit obligations of this Agreement;
- 3.1.3 The acquisition, disposition, number, location, types and utilization of all District properties, whether owned, leased, or otherwise controlled, including all facilities, grounds, parking areas, and other improvements, and the personnel, work, service, and activity functions assigned to such properties;
- 3.1.4 All services to be rendered to the public and to District personnel support of the services rendered to the public; the nature, methods, quality, quantity, frequency and standards of service, and the personnel, facilities, vendors, supplies, materials, vehicles, equipment and tools to be used in connection with such services; the lawful subcontracting of services to be rendered and functions to be performed, including educational, support, construction, maintenance and repair services;
- 3.1.5 The utilization of personnel not covered by this Agreement, including substitutes, temporaries, home teachers, provisional personnel, consultants, instructional aides, and supervisory or managerial personnel, to do work which is normally done by counselors covered hereby, in the event of work stoppage by counselors;

- 3.1.6 The educational policies, procedures, objectives, goals, and programs, including those relating to curriculum, course content, textbook selection, educational equipment and supplies, admissions, attendance, pupil transfers, grade level advancement, guidance, grading, testing, records, pupil health and safety, pupil conduct and discipline, transportation, food services, racial and ethnic balance, extra-curricular and co-curricular activities, and emergency situations, and the substantive and procedural rights and obligations of students, parents, teachers, other personnel and public with respect to such matters;
- 3.1.7 The selection, classification, direction, promotion, demotion, discipline, and termination of all personnel of the District; affirmative action and equal employment, policies and programs to improve the District's utilization of women and minorities; the assignment of employees to any location and also to any facilities; classrooms, functions, activities, academic subject matters, grade levels, departments, tasks or equipment; and the determination as to whether, when, and where there is a job opening;
- 3.1.8 The job classifications and the content and qualifications thereof;
- 3.1.9 The duties, work contents, and standards of performance for all employees; and whether any employee adequately performs such duties and meets such standards;
- 3.1.10 The dates, times, and hours of operation of District facilities, functions, and activities;
- 3.1.11 Safety and security measures for students, the public, properties, facilities, vehicles, materials, supplies, and equipment, including the various rules and duties for all personnel with respect to such matters;
- 3.1.12 The rules, regulations, and policies for all employees, students, and the public;
- 3.1.13 The retirement of employees for age or disability; and
- 3.1.14 The termination or layoff of employees, consistent with law, as the result of the exercise of any of the rights of the District not limited by the clear and explicit language of this Agreement.

3.2 Other Rights and Responsibilities

All other rights of management and responsibilities not expressly limited by the clear and explicit language of this Agreement are also expressly reserved to the District.

3.3 Intentions

It is not the intention of the parties, in setting forth the above-mentioned rights and responsibilities of management, to detract or diminish in any way the rights of the Association or of counselors as expressly set forth elsewhere in this Agreement. It is the

parties' intention that the clear and explicit provisions of the other articles of this Agreement constitute the only contractual limitation upon the District's rights.

3.4 Exercising Rights

The exercise of any right reserved to the District herein in a particular manner or the non-exercise of any such right shall not be deemed a waiver of the District's rights or preclude the District from exercising the right in a different manner.

3.5 Disputes

Any dispute arising out of or in any way connected with either the existence of or the exercise of any of the above-described rights of the District is not subject to the grievance provisions set forth in Article 8 unless the dispute is otherwise grievable under another article of this Agreement.

3.6 Professional Attire

It is recommended that all counselors be professionally dressed when on duty and/or representing the District at any event.

3.6.1 Certificated bargaining unit members may be advised by an administrator or supervisor not to wear T-shirts or shorts while on duty.

3.6.2 Authorized school T-shirts may be worn while on duty when designated by the administrator or supervisor.

The Association and District further agree to jointly monitor the implementation of these guidelines and investigate future modifications of the guidelines.

ARTICLE 4: ASSOCIATION RIGHTS

4.1 Distribution and Posting of Materials

The Association shall have the right to post notices matters of Association concern using District electronic mail via computer terminals located in individual counselor's offices. These notices may be posted during any non-duty time. The Association shall have the right to use the District mail service and individual counselor mailboxes so far as such use complies with the law. Any literature to be distributed or posted must be dated and must identify the person or organization responsible for its origin. The Association will provide to the Superintendent and the site principal a complete copy of the material deposited in school mailboxes or posted on electronic mail.

4.2 Availability of Information

The District will make available to the Association a school board packet at least 72 hours in advance of a regularly scheduled Board meeting and 24 hours in advance of a special Board meeting.

4.3 New Hires

The Association will be provided with the names, addresses, and work sites of all new unit members within fifteen (15) days.

4.4 District Counseling Meetings

Except in extraordinary circumstances, the District will not schedule Districtwide counseling meetings after 3:00 p.m. If extra-service pay is involved, i.e., department heads, any reasonable time is acceptable.

4.5 Publication of Agreement

As soon as possible, the District shall provide copies of this Agreement to each member of the bargaining unit. The cost of the publication of any additional copies of this Agreement which are required by the Association shall be paid by the Association.

ARTICLE 5: REASSIGNMENT

- 5.1 The parties recognize that it may be necessary to reassign unit members involuntarily because of enrollment adjustments, budgetary restrictions or curriculum needs. When such a reassignment becomes necessary at one or more schools, the Superintendent or designee will review such reassignment with all individuals involved and with the association president prior to a final decision.
- 5.2 In designating the unit member to be reassigned, the local administrator shall consider the following criteria: Reference 9.4.1.
- 5.3 A unit member who has been involuntarily removed from a counseling position and reassigned as a teacher because of enrollment adjustments, budgetary restrictions or curriculum needs will be given first consideration for reappointment to vacancies in counseling positions that occur within the District. Such special consideration will continue for a period of thirty-six (36) months.
- 5.4 If a reassigned unit member twice refuses an opening, the special consideration clause, paragraph 5.4 above, of this section shall be considered to have ended.
- This section shall not be applicable to reduction in force instituted under Education Code 44955.
- 5.5 No later than May 15 of the school year preceding the school year in which the reassignment will take place, a unit member being considered for reassignment shall be given written notice stating that it has been recommended that the unit member be reassigned for the ensuing school year, and stating the reasons for such recommendation.
- 5.6 The unit member shall have five (5) working days from the receipt of the notice of reassignment to request a meeting in writing with the Superintendent to determine if there is cause for the reassignment.
- 5.7 In the event a meeting is requested, it shall be conducted in closed session.
- 5.8 The meeting shall be held by May 15 and a final written decision of the Superintendent shall be given to the unit member by the last calendared student day of the school year.
- 5.9 Upon approval of the unit member involved, a copy of the decision will be sent to the Executive Board of the Anaheim Personnel and Guidance Association.

ARTICLE 6: WORK STOPPAGE

- 6.1 Apart from and in addition to existing legal restrictions upon work stoppages, the Association hereby agrees that neither it nor its officers, officials, agents, or representatives, shall incite, encourage or participate in any strike, walkout, slowdown, or other work stoppage of any nature whatsoever against the District during the life of this Agreement for any cause or dispute whatsoever or wheresoever located, including but not limited to disputes which are subject to the grievance provisions of Article 8, disputes which are specifically not subject to the grievance provisions of Article 8, disputes concerning matters not mentioned in this Agreement, disputes contending that the District has committed unfair employment practices, disputes with other labor organizations, persons or employers, or jurisdictional disputes. In the event of any strike, walkout, slowdown or work stoppage or threat thereof, the Association and their respective officers, agents, representatives and responsible officials will do everything reasonably within their power to end or avert the same. Violation hereof will subject violators to legal and equitable judicial relief.
- 6.2 The Association hereby agrees that neither it nor its officers, officials, agents, or representatives, shall incite, encourage or participate in any strike, walkout, slowdown or other work stoppage of any nature whatsoever against the District during the life of this Agreement.
- 6.3 Any counselor engaging in or assisting any strike, slowdown, work stoppage, or other interference with the District's normal operations in violation of this Article, or refusing to perform duly assigned services in violation of this Article, shall be subject to termination. The District reserves the right to selectively discipline employees hereunder.
- 6.4 Also, in the event that the Association, members, agents, representatives, counselors or persons acting in concert with them have violated the provisions of this Article over a grievance or a dispute which would otherwise properly be subject to resolution by submission to the grievance provisions of Article 8, the Association, and the counselors represented therein, shall be deemed to have waived the right to process the grievance and the grievance or dispute shall be deemed as having been finally settled, with prejudice, in accordance with the District's last stated position with respect thereto.

ARTICLE 7: GRIEVANCE PROCEDURES

7.1 General Provisions

A grievance is defined as a statement by a counselor that the District has violated an express term of this Agreement and that by reason of such violation his/her rights have been adversely affected. All other matters and disputes of any nature are beyond the scope of these procedures. Also excluded from these procedures are those matters so indicated elsewhere in this Agreement.

The respondent in all cases shall be the District itself rather than any individual. The filing or pendency of a grievance shall not delay or interfere with implementation of any District action during the processing thereof. Formal level hearings, if any, may be conducted in compliance with Rule 22 of the rules for voluntary arbitration of the American Arbitration Association if deemed advisable by the Superintendent.

Upon request by a counselor, the Association shall be entitled to represent such person in matters involving discipline or discharge of the counselor, and to accompany such person to review the counselor's personnel file.

7.2 Level I

Before filing a written grievance, the grievant shall make a reasonable attempt to resolve the complaint by means of a conference with his/her immediate administrator.

7.3 Level II

Within fifteen (15) school days after the occurrence of the act or omission giving rise to the grievance, the grievant must present such grievance in writing to the appropriate administrator. If neither the grievant nor the Association had actual or constructive knowledge of the occurrence of the grievable act or omission, and could not with the exercise of reasonable diligence have known about it, then the fifteen (15) day time limit shall begin to run on the date upon which either the grievant or Association knew, or could with reasonable diligence, have known of the occurrence.

The written statement shall be a clear, concise statement of the grievance, including the specific provisions of this Agreement alleged to have been violated, the circumstances involved, the decision rendered at the informal conference, and the specific remedy sought.

Within five (5) days of the filing of the grievance, the appropriate administrator shall hold a meeting with the grievant or with the grievant and his/her representative. The administrator shall communicate a decision to the employee in writing within five (5) school days after the grievance meeting, and such action will terminate Level II.

7.4 Level III

In the event the grievant is not satisfied with the decision at Level II, the grievant may appeal the decision in writing to the Superintendent or designee. Such appeal must be made within five (5) school days of the termination of Level II.

The appeal shall include a copy of the original grievance, the decision rendered at Level II and a clear, concise statement of the reasons for the appeal. Level II hearings shall be held within ten (10) school days of the receipt of the appeal from Level II.

The Superintendent or designee shall communicate a decision in writing five (5) school days after the date of the Level III hearing, and such a decision will terminate Level III.

7.5 Level IV

If the Level III decision does not settle the grievance, the grievant may, within five (5) school days after the Level III decision is rendered, present to the Board of Trustees, through the Superintendent, a request for a hearing. Within fifteen (15) school days following the request for a hearing, the Board of Trustees, or a committee composed of a minimum of two (2) trustees, shall conduct a hearing of the grievance. The Board may also, if it deems it appropriate, permit oral arguments by representatives of the parties, but only in the presence of one another. The decision of the Board of Trustees will be communicated in writing to all parties.

7.6 Arbitration

7.6.1 Submission to Arbitration

If the Association is not satisfied with the decision at Level IV, the grievance may be submitted, by the Association, to Arbitration, provided that notification of submission to Arbitration is given to the Superintendent within ten (10) days of the Association's receipt of the Level IV decision.

7.6.2 Selection of Arbitrator

The Association and the District shall agree upon an Arbitrator. If no agreement is reached within 10 days, the parties shall request the American Arbitrator Association to administer the selection of the Arbitrator in accordance with its rules.

7.6.3 Hearing: Arbitrator's Decision

The Arbitrator selected in accordance with Paragraph 7.6.2 above shall conduct a hearing. The Arbitrator shall hear the issues presented and shall tender a decision promptly.

7.6.4 Fees and Expenses

The fees and expenses of the Arbitrator and the hearing shall be borne equally by the parties. All other expenses shall be borne by the party incurring them, except that the grievant, the grievance representative and a reasonable number of necessary witnesses shall be released from their assignments without loss in compensation or cost to the association.

7.6.5 Statement of Issues

The Arbitrator shall be limited to deciding the issues submitted. If the parties cannot agree upon a statement of issues, the Arbitrator shall determine the issues. In cases of procedural disputes, the Arbitrator shall be empowered to rule on such disputes.

7.6.6 Rules of Procedure

Upon agreement of the parties, the Arbitrator may proceed under expedited rules of the American Arbitration Association and notice of such agreement shall accompany any request for a list of Arbitrators.

The decision of the Arbitrator shall be binding on the Association, the District and the grievant.

7.7 Failure to Meet Time Limits

If a grievance is not processed by the grievant and Association in accordance with the time limits set forth in this Article, it shall be considered settled on the basis of the decision last made by the District. If the District fails to respond to the grievance in a timely manner at any level, the running of its time limit shall be deemed a denial of the grievance and termination of the level involved, and the grievance may proceed to the next step.

Time limits hereunder may be lengthened or shortened in any particular case only by mutual written agreement. The parties will attempt in good faith to adjust time limit problems which occur above Level II as a result of the summer recess.

7.8 Association Representation

The grievant shall be entitled, upon request, to representation by the Association at all grievance meetings beyond the formal level. In situations where the Association has not been invited to represent the grievant, the District shall not agree to a final resolution of the grievance until the Association has received a copy of the grievance and the proposed resolution and has been given the opportunity to state its view on the matter.

7.9 Confidentiality

In order to encourage a professional and harmonious disposition of unit members' complaints, it is good that from the time a grievance is filed until it is completed, neither the grievant nor the Association nor the District shall make public either the grievance or evidence regarding the grievance.

7.10 No Reprisals

There shall be no reprisal against a unit member for filing a grievance or assisting a grievant in the above procedure.

7.11 Grievance Files

The District's records dealing with the filing and processing of a grievance shall be maintained separately from the grievant's personnel file.

ARTICLE 8: LEAVES OF ABSENCE

8.1 General Provisions

A leave of absence is an authorization for a unit member to be absent from duty, generally for a specific period of time and for an approved purpose.

A leave protects the unit member by holding a place for such member in the District until the leave expires, usually with the right to return to the District in a position of the same status and rank at the conclusion of the leave, providing the position would have otherwise remained. There is, however, no assurance that when a leave of absence necessitates a long-term replacement, a semester or longer or a short-term leave that has been extended beyond a semester, that the return assignment will be in the school or administrative site where such member was assigned when the leave was authorized.

A condition of each leave of absence is that the credential or permit held at the time the leave was granted, properly authorizing the service, must be maintained in full force by the counselor.

Part-time regular employees shall be entitled to leaves of absence to that portion of the leave as the number of hours per day of scheduled duty relates to the number of hours for a full-time employee in a comparable position.

8.2 Revocation of Leave

A leave of absence may be revoked at the sole discretion of the Director, Human Resources, upon evidence that the cause for granting it was misrepresented or has ceased to exist.

A unit member may request to return from leave prior to the agreed upon expiration of the leave. The District will consider the request and approve the revocation of the leave if a vacancy is available but there is no right to return to the unit member's school or administrative site.

8.3 Failure to Return to Assignment

Any counselor who is absent from work without leave, or who fails to return to work as scheduled after the expiration of an authorized leave of absence, shall be deemed to have abandoned employment with the District, and such conduct shall constitute an automatic resignation.

8.4 Application For Leave

8.4.1 Leaves Other Than Sabbatical: A unit member who is eligible for an unpaid leave of absence must make application for such leave on the District form provided. Requests for such leaves to begin in July must be filed in the Human Resources Office prior to the preceding February 15. Requests for leaves to begin in January

must be received on or before the preceding November 15. At the discretion of the Director, Human Resources, the aforementioned deadline may be waived.

8.5 Notification of Return or Request for Extension

The following procedures shall be adhered to relative to return from leaves of absence and/or requests for extension of leave:

- 8.5.1 District Notification: On or before February 1, October 15 for the first semester leaves, of the semester nearest and preceding the expiration of the leave of absence, the District shall notify the unit member who is on a leave of absence that his/her position is being held pending notification of request for extension of leave or notification of intention to return from leave. Such notification shall be sent by U.S. mail to the unit member's last known address.
- 8.5.2 Unit Member Response: On or before March 1, November 15 for the first semester leaves, the unit member shall respond to the District notification by indicating either a request for an extension of leave or the unit member's intention to return from leave.

Unit members must inform the district in writing of their intention to return from leave or to extend the leave and provide all required documentation.

In the event that the unit member fails to respond to the District notification, it is understood that the District may proceed to fill the unit member's position. Failure to respond or return from leave will be considered job abandonment per Article 8.3. In addition unit members on an unauthorized leave will be immediately be placed on unpaid status.

8.6 Salary Advancement During Leave

A unit member granted a leave of absence, other than sabbatical leave, military leave, or Peace Corps leave, shall not be advanced on the salary schedule unless s/he has completed the school year according to law. A unit member granted a sabbatical, military, or Peace Corps leave shall be eligible for advancement on the salary schedule.

8.7 Personal Leaves of Absence Without Pay

The Board of Trustees, at their sole discretion, may grant up to one (1) year's leave of absence without pay to unit members for the following reasons:

- 8.7.1 Health
- 8.7.2 Maternity, Paternity and Adoption
- 8.7.3 Activities which contribute to professional development in education, which may include formal study, travel or exchange teaching.

8.7.4 Child care

8.7.5 Compelling family matters / personal necessity

Leaves shall have the prior approval of the principal. All such unpaid leaves may, upon request, be extended for one (1) additional complete semester or school year. With the exception of leaves of absence granted by state or federal law, leaves shall be limited to a maximum of two (2) years within a five (5) year period of time. Requests for leaves of absence under this provision shall not be arbitrarily or capriciously denied.

With the exception of maternity leave, sick leave, bereavement, industrial accident/illness, leaves of absence shall be limited to permanent unit members.

8.8 Tragedy Personal Necessity Leave

A long term ninety (90) day personal necessity leave of absence may be provided to a unit member who experiences a serious tragedy within his/her immediate family. For purposes of this section, "immediate family" shall be defined to include parent, sibling, spouse or child. A unit member's compensation during such leave shall be equivalent to the unit member's regular salary and fringe benefits minus the amount necessary to pay a substitute employed to replace the unit member while on leave.

8.9 Parental Leaves

8.9.1 Upon request, pregnant unit members shall be granted paid maternity leave for up to six weeks after the birth of a child. Additional maternity leave of up to six weeks shall be unpaid except that unit members may utilize accumulated sick leave (under 8.11.1) or extended sick leave (under 8.20) during that time. Maternity leave will be provided in accordance with existing law.

8.9.2 Upon request, non-pregnant unit members shall be granted parental leave for up to twelve weeks after the birth of a child of the employee, or the placement of a child with an employee in connection with the adoption or foster care of the child by the employee. Said leave shall be limited to one twelve-week leave during any twelve-month period and shall be unpaid except that unit members may utilize accumulated sick leave (under 8.11.1) during that time. Parental leave will be provided in accordance with existing law.

8.10 Industrial Accident and Industrial Illness Leave

8.10.1 Leaves resulting from an industrial accident or industrial illness shall be granted in accordance with the provisions of Education Code sections 44043 and 44984 and this rule.

8.10.2 A unit member who is absent from duty because of an illness or injury defined as an industrial accident or industrial illness under provisions of the Workers' Compensation Insurance Law, shall be granted paid industrial accident leave for

each such accident or illness while receiving temporary disability benefits from Workers' Compensation provided that:

- 8.10.2.1 The employee has probationary or permanent status.
 - 8.10.2.2 The Superintendent or his/ her designated representative has determined that the illness or injury was directly related to the performance of his/her duties while in the employment of the Anaheim Union High School District.
- 8.10.3 A unit member absent from duty because of illness or injury resulting from an accident or condition incurred on duty, which qualifies under Workers' Compensation Insurance, shall be granted an industrial accident and industrial illness leave for each such accident provided that neither the number of days allowed in one (1) school year for more than one (1) such leave does not exceed a total of sixty (60) consecutive working days.
- 8.10.4 Industrial accident and industrial illness leave shall be granted from the first day of disability but shall not extend beyond the last day for which temporary disability indemnity is received. Only absences which are supported by a physician's certificate and have been verified to be the result of a duty connected illness or injury can be paid under the industrial accident and industrial illness leave policy. Any absence that cannot be so verified shall be charged against the unit member's leave.
- 8.10.5 Should the unit member's absence, due to an industrial injury or industrial illness, extend beyond sixty (60) consecutive working days, the unit member shall be permitted to use accumulated sick leave until temporary disability payment ceases, until s/he returns to duty, or until illness credits have been used, whichever is sooner.
- 8.10.6 During any period a unit member is receiving his/her regular salary from the District, s/he is required to endorse over to the District all temporary disability payments received in accordance with Section 44983 of the Education Code. Charges to the unit member's leave balances shall be as follows:
- 8.10.6.1 Industrial accident and industrial illness leave shall be reduced by one (1) day for each day of authorized absence regardless of temporary disability payments paid.
 - 8.10.6.2 Sick leave and/or vacation leave shall be reduced only by that amount necessary to provide a full day's wage or salary when added to temporary disability benefits. Any unit member who is absent because of work connected illness shall not be entitled to receive wages or salary from the District which, when added to temporary disability benefits, will exceed his/her full salary during the period of his/her absence. (See Section 44043 of the Education Code.)

- 8.10.7 A unit member while receiving industrial accident and industrial illness leave benefits must remain within the State of California unless the Board of Trustees authorizes travel outside the State.
- 8.10.8 While a unit member is on any paid leave resulting from an industrial accident or industrial illness, the unit member's salary paid by the District shall not, when added to a normal temporary disability allowance award without penalties granted the unit member under State Workers' Compensation Insurance Laws, exceed the unit member's regular salary.

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

8.11 Personal Necessity Leave of Absence

Unit members may use up to ten (10) days accumulated sick leave without stating a reason for personal necessity, provided the number of personal necessity days does not exceed the number of days of unused sick leave.

Permissible personal necessity use:

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

- 8.11.3 Personal necessity leave shall not be used in whole, or in part, for any strike, work stoppage, work slowdown or concerted activity of any kind.
- 8.11.4 A unit member shall be allowed to use two (2) days of personal necessity leave which will not be charged against his/her accumulated sick leave.

8.12 Sabbatical Leave

A sabbatical leave of absence may be granted to any unit member only to the extent that the same will benefit the schools and pupils thereof, for not less than one (1) semester nor more than one (1) school year under the following conditions:

- 8.12.1 The applicant must have served at least seven (7) consecutive years in the District preceding the granting of the leave, and no more than one such leave of absence shall be granted to a unit member in each seven (7) years of employment. Other leave of absences, while not counted as a "year of service" do not constitute a break in consecutive years of service.
- 8.12.2 A leave may be granted for the following reasons:
 - 8.12.2.1 Formal Study - Complete a minimum of eight (8) semester hours each semester in an accredited institution of higher learning. Courses must relate to present or future service in the District.
 - 8.12.2.2 Travel - Engage in foreign or domestic travel during each semester.
 - 8.12.2.3 Study and Travel - A one (1) year leave may be divided between study and travel in accordance with above regulations.
 - 8.12.2.4 Independent Study - Provided that the applicant presents a "plan of work" for independent study and a report relative to the accomplishment of such "plan of work" at the conclusion, sabbaticals may be granted for independent study.
- 8.12.3 Compensation while on sabbatical leave shall be fifty percent (50%) of the salary the unit member would have received had s/he remained in active service. At the expiration of the leave, the unit member shall be assigned to the same school or District office location in which service was being rendered at the time of making application for leave, subject to Article 9.
- 8.12.4 A "Sabbatical Leave Group," composed of unit members of the District, shall be appointed by the Superintendent. At least fifty percent (50%) of the members of this group shall be selected by the Superintendent from a list of unit members submitted to the Superintendent by the Association. The purpose of this group shall be to administer the sabbatical leave article and to submit to the Superintendent a prioritized list of unit members being recommended for sabbatical leave. It is understood that actions of this committee are subject to the approval of the Superintendent.

- 8.12.5 The number of sabbatical leaves granted for any school year shall be at the sole discretion of the Board of Trustees. If the Board determines to grant sabbatical leaves it shall grant no fewer than one such leave if requested by unit member(s).
- 8.12.6 The unit member must provide a surety bond.
- 8.12.7 The unit member shall agree to serve twice the period of the leave following return to the District.
- 8.12.8 Should sabbatical leaves be offered, the following timeline will be in effect:

Notices will be sent to all unit members by mid-October.

Proposals will be due at the District no later than the first working day in December.

The Committee will meet to select unit members for sabbatical leave, for the following school year, by the last working day in December.

The Board will be asked to approve selected sabbatical leave requests at a regularly scheduled meeting during the month of January.

Approved applicants will be notified of the Board's action by the first working day in February.

8.13 Sick Leave

A unit member who is absent due to personal illness and/or injury, including a disability caused or contributed to by pregnancy, shall be allowed full pay for the number of days absent provided that the number of days absent does not exceed the employee's total accumulated days of sick leave.

Members of the bargaining unit employed five (5) days a week shall be entitled to eleven (11) days leave of absence for illness or injury for a year of service. Members of the bargaining unit employed less than five (5) days a week for a year of service shall be entitled to that proportion of eleven (11) days leave of absence for illness or injury as the number of days of employment per week bears to five (5). Unused sick leave shall be accumulated from year to year.

Counselors shall use the Sub Caller to report absences (see Appendix D for instructions).

To be eligible for sick leave absence with pay, the unit member shall be in a paid status and scheduled for work on the day(s) of absence.

If a unit member resigns, retires, or is terminated and has used more sick leave than was earned, the amount used but not earned shall be deducted from the final warrant of the unit member.

Members of the bargaining unit must notify the District of the absence as soon as the necessity to be absent becomes known to the unit member but in no instance later than 6:30 a.m. of the day of the absence.

A unit member returning from absence must contact the school or site by 2:00 p.m. of the day preceding the day of intended return. If s/he is unable to make a determination before 2:00 p.m., the District must be notified not later than 6:30 a.m. the following day. In the event that the District has not been notified of the unit member's intention to return, and accordingly has employed a substitute counselor for the day, the District may require the returning unit member to be charged with one (1) additional day of absence.

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

8.14 Short Term Personal Leave Without Pay

An excused absence without pay for a unit member may be approved for five (5) days by the principal or certificated supervisor. Upon recommendation of the principal or administrative supervisor, the superintendent or designee, may authorize an excused absence without pay for unit members up to ten (10) days.

8.15 Court Appearance

A unit member shall be granted up to three (3) days of absence with full pay because of necessary appearance in court (other than as a litigant) or in response to a subpoena duly served provided such subpoena is filed with the Board of Trustees or its delegated authority immediately upon its having been received by the unit member.

8.16 Jury Duty

The District agrees to grant to members of the bargaining unit called for jury duty in the manner provided by law, leave of absence without loss of pay for time the unit member is required to perform jury duty during the unit member's regularly assigned working hours. Unit members, so called for jury duty, must notify the District of service date(s) upon receiving said notice from officers of the Court. The District shall pay the unit member the difference, if any, between the unit member's regular rate of pay and the amount received for jury duty. Unit members who elect to contribute their fees to the county in which serving jury duty, must submit a copy of the receipt to payroll indicating that they donated their fee to the county. Unit members are required to return to work during any day or portion thereof in which jury duty services are not required. The District may require verification of jury duty days prior to or subsequent to proving jury duty compensation on a form provided by the District or the Court.

8.17 Bereavement

The District agrees to grant necessary leaves of absence with pay at the unit member's regular rate not to exceed three (3) days, or five (5) if 300 miles or more or out-of-state travel is required, on account of the death of any member of the immediate family of a member of the bargaining unit.

"Member of the immediate family" means the father, mother, father-in-law, mother-in-law, son, daughter, son-in-law, daughter-in-law, husband, wife, grandmother, grandfather, grandchildren, sister, brother, sister-in-law, brother-in-law, niece, nephew, aunt, uncle of the unit member, and like relatives of spouse, or any person living in the immediate household of the unit member.

Bereavement leave shall be limited to a three (3) or five (5) day period following the date of the death in the immediate family. If such leave of three (3) or five (5) days is not scheduled immediately and consecutively following the death, the unit member will notify his/her immediate supervisor prior to scheduling an alternative plan for bereavement leave. In exceptional circumstances, the Superintendent may grant up to two (2) additional days leave.

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

Unit members shall be required to complete the standard form provided by the payroll department to verify the reason for the absence. The District may require satisfactory proof of the nature, extent, and duration of the bereavement leave if it believes a unit member is abusing the use of bereavement leave. In the event that an investigation results in proof that abuse has taken place, the unit member may be subject to loss of pay for the day(s) of the proven abuse and/or other appropriate action.

8.18 Health/Welfare Benefits While on Leave

A unit member on Board approved leave of absence without pay, may participate in the District's health and dental insurance benefit program at the unit member's own expense provided all costs are paid in advance quarterly. Such coverage shall terminate upon the first day of the month immediately preceding the date that an employee attains age sixty-five (65), or becomes eligible.

8.19 Partial Day Absences

A unit member who is absent for one-half (1/2) day or less shall have deducted one-half (1/2) day from the accumulated sick leave. If the absence exceeds one-half (1/2) day, a full day shall be deducted.

8.20 Extended Illness Leave

Upon exhaustion of all accumulated sick leave credit, a unit member who continues to be absent for purposes of this policy, shall receive fifty percent (50%) of salary or the

difference between the unit member's salary and the salary of the substitute, whichever is greater, for a period not to exceed five (5) school months per illness or accident. If the school year terminates before the five month period is exhausted, the employee may take the balance of the five month period in a subsequent school year. In order to qualify for differential pay, unit members shall first utilize all accumulated sick leave credit. Extended illness must be on the basis of a recognized medical doctor's statement.

8.21 Family Care and Medical Leave

All unit members are eligible for leave under this provision. Leave shall be granted upon request of a unit member because of the unit member's serious health condition, the serious health condition of a member of the unit member's family, the birth of a child of the unit member, or the placement of a child with a unit member in connection with adoption or foster care of the child by the unit member. As used in this section, "family" includes all persons listed in 8.17 of this Agreement, and "serious health" is any illness injury, impairment, or physical or mental condition. Leave under this section may be as long as twelve weeks or as short as one work day. Such leave shall entitle the unit member to all economic benefits of employment except for salary on the same basis as if the unit member were not on leave. Leave under this section shall run concurrently with other leaves available under the provisions of this Agreement.

8.22 Notification of Sick Leave Accrual

The District shall provide a written notice of sick leave accrual to each bargaining unit member during the month of September.

8.23 Catastrophic Leave

Unit members may participate in the District Catastrophic Leave Program by irrevocably donating accrued sick leave to be used by other employees who experience catastrophic personal illness or injury. Donations made under this Catastrophic Leave Program shall be strictly voluntary.

Definitions

8.23.1 "Catastrophic illness or injury" means illness or non-work related injury due to an accident that is expected to incapacitate the employee for an extended period of time involving or resulting in substantial, often ruinous, medical expense and creating a financial hardship for the employee because he or she has exhausted all of his or her sick leave and other paid time off with the exception of extended illness leave.

8.23.2 "Eligible leave credits" are sick leave days accrued by the unit member and donated to the Catastrophic Leave Program.

8.23.3 The "Sick Leave Bank" shall be comprised of donated eligible leave credits.

- 8.23.4 “Open Enrollment” shall take place annually during the month of October each year.
- 8.23.5 The “Board” means the District Board of Trustees, Superintendent, or designee.
- 8.23.6 The “Sick Leave Bank Committee” or “Committee” shall oversee the operation of the Sick Leave Bank. The Committee shall consist of one voting member from each of the following groups: Anaheim Personnel and Guidance Association (APGA), California School Employees Association (CSEA), American Federation of State, County and Municipal Employees (AFSCME), the Mid-Managers Association, and the Anaheim Leadership Team Association (ALTA). There will be two voting members from the Anaheim Secondary Teachers Association (ASTA). Also included will be one voting representative from District Administration, designated by the Superintendent.
- 8.23.7 “Enrolled Member” means a qualified permanent employee who has enrolled in the Catastrophic Leave Program.

General Provisions

- 8.23.8 To become an Enrolled Member, a permanent employee must initially donate at least one (1) eligible leave credit to the Sick Leave Bank. Thereafter, an Enrolled Member must donate at least one (1) eligible leave credit to the Sick Leave Bank every year during Open Enrollment unless donations have been suspended pursuant to Article 8.23.26. Failure to make a required annual donation during Open Enrollment shall result in removal of the unit member from the Catastrophic Leave Program and shall terminate his or her status as an Enrolled Member.
- 8.23.9 The Sick Leave Bank is available to all Enrolled Members for use during their work year. Twelve-month employees may apply to use the Sick Leave Bank year-round. All other employees are eligible according to their regular work year.
- 8.23.10 Employees who elect not to enroll in the Catastrophic Leave Program upon first becoming eligible must wait sixty (60) duty days after they enroll before becoming eligible to withdraw from the Sick Leave Bank.
- 8.23.11 The Sick Leave Bank cannot be used concurrently with the extended illness leave benefit. Leave shall be taken in the following order: (1) sick leave (Article 8.11), (2) catastrophic leave (Article 8.23), (3) extended illness leave (Article 8.20).
- 8.23.12 The maximum amount of time for which donated eligible leave credits may be used is 25 days for any one catastrophic illness. The lifetime benefit from this policy may not exceed a total of 50 days.
- 8.23.13 This Catastrophic Leave Program may not be used if the Enrolled Member applies for or has purchased any other benefit or disability insurance program or income protection program, either public or private, unless the total benefit is less than 100% of the Enrolled Member’s basic salary. Enrolled Members having any

additional income benefit must apply for that benefit before they are considered eligible for the Catastrophic Leave Program.

- 8.23.14 The receipt of a donated eligible leave credit through the Catastrophic Leave Program as designed here, when combined with other District income, income protection plan, or a combination of District income and income protection plan, shall not provide the Enrolled Member with a greater monthly District income/fringe benefit contribution than he or she received prior to the receipt of catastrophic leave.
- 8.23.15 An Enrolled Member who receives donated eligible leave credits shall use any personal leave credits that he or she continues to accrue on a monthly basis prior to receiving or using additional donated eligible leave credits from the Sick Leave Bank.
- 8.23.16 Requests for donated eligible leave credits from the Sick Leave Bank must be made in increments of five (5) days.
- 8.23.17 If more than one (1) applicant is being considered at the same time and there are not enough days in the Sick Leave Bank to fill each request, the available days will be divided equally or proportionately, as is consistent with the requests, between and among the applicants. In this instance, additional donations of eligible leave credits may be accepted pursuant to Article 8.23.34.
- 8.23.18 Any fraudulent or inappropriate use of the Catastrophic Leave Program by an Enrolled Member will result in the Enrolled Member's return of all eligible leave credits to the Bank. The Enrolled Member will be responsible for returning any resulting overpayment of wages to the District. In its discretion, the District may take other appropriate action against an Enrolled Member who fraudulently or inappropriately uses the Catastrophic Leave Program.
- 8.23.19 Any unused eligible leave credits will be returned to the Bank at the end of an Enrolled Member's catastrophic leave period, including direct donations pursuant to Article 8.23.34.
- 8.23.20 The Enrolled Member must waive any and all claims against the Board, District and its officers and employees arising from the administration of the Catastrophic Leave Program.
- 8.23.21 The Sick Leave Bank Committee will issue a report to all employees of the status of the Sick Leave Bank each semester.

Donating to the Sick Leave Bank

- 8.23.22 Any permanent employee on paid duty status shall be eligible to participate with a minimum annual deposit of one (1) eligible leave credit.
- 8.23.23 All transfers of eligible leave credits are irrevocable.

- 8.23.24 Enrolled Members may donate up to three (3) full days of eligible leave credits per school year, except as provided in Article 8.23.34. In all cases, Enrolled Members must have at least eight (8) days of accrued sick leave remaining for their own use after donating to the Sick Leave Bank. Any request for an exception to this provision must be submitted in writing and approved by the Superintendent or designee.
- 8.23.25 Donations to the Sick Leave Bank are general donations.
- 8.23.26 When and if the donated eligible leave credits in the Sick Leave Bank reach a total of 2,000 actual days, the Committee may suspend donations for one (1) year for all existing Enrolled Members. New members, however, must donate one (1) eligible leave credit to enter the Catastrophic Leave Program.

Utilizing Credits from the Sick Leave Bank

Eligible leave credits may be requested, in writing to the Assistant Superintendent, Human Resources, from the Sick Leave Bank for a catastrophic illness or injury if all of the following requirements are met.

- 8.23.27 The employee must be an Enrolled Member before requesting donated eligible leave credits.
- 8.23.28 The Enrolled Member must provide verification of catastrophic illness or injury as required by the Superintendent or designee.
- 8.23.29 The verification of catastrophic illness or injury must come in the form of a written medical statement from the attending physician indicating the incapacitating nature and probable duration of the illness or injury.
- 8.23.30 The Superintendent or designee may require verification of the need for catastrophic leave beyond the evidence of a doctor's certification and shall have the authority to accept evidence from other sources.
- 8.23.31 The Sick Leave Bank Committee determines that the Enrolled Member is unable to work due to the Enrolled Member's catastrophic illness or injury.
- 8.23.32 The Enrolled Member has exhausted all accrued paid leave credits. See also Article 8.23.11.
- 8.23.33 At the start of the Sick Leave Bank withdrawal, voluntary deductions from the Enrolled Member's paycheck will be discontinued (except for District computer loan payments and health and life insurance payments).

Direct Donation

- 8.23.34 Notwithstanding any other provision of Article 8.23, an Enrolled Member may donate eligible leave credit directly to another Enrolled Member at any time

during the year when, but only when, (1) the Sick Leave Bank does not have enough donated eligible leave credits to fill an Enrolled Member's request as described in Article 8.23.17, or (2) an Enrolled Member has reached the maximum amount of time for which donated eligible leave credits from the Sick Leave Bank may be used pursuant to Article 8.23.12. In the event that an Enrolled Member has reached the maximum amount of time for which donated eligible leave credits from the Sick Leave Bank may be used, the Enrolled Member may receive a maximum of 25 directly donated eligible leave credits per incident from another Enrolled Member for a lifetime maximum of 50 directly donated eligible leave credits.

Conditions, Illnesses, and Injuries Not Covered

- 8.23.35 Conditions, illnesses, or injuries resulting from the commission of a felony, elective cosmetic surgery, or stress are not covered. Conditions, illnesses, or injuries covered under the Workers' Compensation Program are also not covered.

ARTICLE 9: TRANSFER PROCEDURES

9.1 Definitions

9.1.1 Transfer

A transfer is defined as the relocation of unit members from one school to another school, from one District administrative department to another administrative department, or between a school and a District administrative department. Transfers fall into two categories: (1) Voluntary transfers that are initiated at the request of the unit members, and (2) involuntary or administrative transfers that are initiated by the District.

9.1.2 Seniority

For the purposes of the transfer Article, the term “seniority” shall mean the unit members total continuous service to the District in a certificated counseling position, beginning with the first (1st) day of paid service as a probationary counselor. The Board shall maintain an up-to-date seniority list, which for purposes of this Article shall be the “order of employment list” required by Education Code Section 44845. This list shall be sent to the association by November 1 of each school year.

9.2 Posting of Openings

9.2.1 An opening is defined as a position at a school or administrative department location which the District has determined is to be filled by a regular probationary or permanent unit member rather than by a substitute or temporary employee.

9.2.2 The District shall post at each school location a notice of each opening as it occurs during the regular school year or summer session. Each notice shall state a deadline for applications which shall be not less than seven (7) school days after posting. In the event an opening for the current school year becomes available within two (2) weeks prior to the start of the school year or thereafter, the deadline for application shall not be less than three (3) days. The opening shall not be filled prior to such deadline. Postings shall be sent to all members of the Association.

9.2.3 An opening, for posting purposes, is not created when a permanent or probationary employee is on a paid or unpaid leave of absence or a one semester opening exists.

9.2.4 Any unit member may apply for such openings by submitting the Interschool Transfer Request form to the principal of the school where the vacancy exists within the time limit specified above in Article 9.2.2.

9.2.5 Posting errors shall not be submitted to grievance. The error shall be corrected prior to filling the openings.

9.3 Voluntary Transfer for Posted Openings

- 9.3.1 Requests for voluntary transfers for posted openings may be made by submitting an interschool transfer request to Human Resources. The Superintendent or designated representative will give consideration of the transfer request but may deny it if, in his/her opinion, such transfer is not in the best interest of the District.
- 9.3.2 The filing of a request for transfer is without prejudice. It does not jeopardize the applicant's present assignment. The request may be withdrawn any time prior to confirmation that the transfer has been effected.
- 9.3.3 When an opening is posted, a unit member may request a transfer by submitting an interschool transfer request to Human Resources. The principal or administrative department supervisor will consider the transfer request prior to filling the opening. A unit member may submit as many requests for transfer as desired.
- 9.3.4 A unit member who requests transfer to an available position and is denied, may be provided a written statement, if so requested by the employee.

9.4 Involuntary Transfer

- 9.4.1 The parties recognize that it may be necessary to transfer unit members involuntarily because of enrollment adjustments, budgetary restrictions or curriculum needs. The Anaheim Personnel and Guidance Association (Association) and the Anaheim Union High School District (District) agree as follows when designating the unit member to be reassigned:

The following process and tie-breaking criteria will be applied in the event a counselor needs to be reassigned to another location due to a surplus situation.

If a reassignment of one (1) or more counselors is necessary at a site, the following process will occur:

1. Unit members at the affected site(s) shall be provided a list of vacancies by the District and given the opportunity to volunteer for reassignment.
2. If there are no volunteers, tie-breaking criteria will be used to determine who will be reassigned.
3. Should two or more counselors volunteer to be reassigned; the tie-breaking criteria listed below will apply to determine who has the first opportunity to be reassigned.
4. Unit members will be provided an opportunity to list their top three site preferences. This applies to volunteers and non-volunteers. A specific site cannot be guaranteed.
5. Once a counselor decides to voluntarily be reassigned, the counselor cannot change this decision.

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

1. Current service as a Lead Counselor. (If the principal at a school site designates “co-lead counselors”, he/she will designate one of them as the “primary” lead counselor for Layoff and Reassignment Tiebreaking purposes only. The principal shall notify Human Resources and the APGA Board within 5 working days of the designation.)
2. Seniority as counselor at the current site as determined by the most recent date assigned to the current site by the District.
3. Seniority as a counselor in the District, as outlined in 9.1.2.
4. Length of previous paid full-time counseling experience with clear PPS credential prior to AUHSD employment.
5. Length of additional paid full-time prior service to the District in a certificated position.
6. Length of additional paid full-time prior service in a certificated position outside of the district.
7. Length of additional paid full-time prior service to the District in a non-certificated position.
8. Length of additional paid full-time prior service in a non-certificated position in education or a counseling setting outside of the district.
9. If the criterion above does not break a tie, a lottery will be used to determine who will be reassigned.

The Association President will be notified of all site openings prior to the District notification of reassignment

9.4.2 The Association President will be notified of all involuntary transfers.

9.4.3 Upon written request, an opportunity will be provided for the unit member to meet with the administrator recommending the transfer and be advised of the reasons for such recommended transfer.

9.4.4 No unit member shall be transferred arbitrarily or capriciously.

9.5 Superintendent's Transfer

In situations not provided for herein, the Superintendent's power to assign includes the power to transfer professional personnel within the District when the Superintendent concludes that such a transfer is in the best interest of the District.

9.6 Layoff and Tie Breaking Criteria

In the event that there is a tie between two or more counselors with the same seniority date as a counselor, the following criteria will be used in the priority order indicated below to determine who will be laid off:

1. Seniority as counselor in District.
2. Current service as a Lead Counselor. (If the principal at a school site designates “co-lead counselors”, he/she will designate one of them as the “primary” lead counselor for Layoff and Reassignment Tiebreaking purposes only. The principal shall notify Human Resources and the APGA Board within 5 working days of the designation.)
3. Length of previous paid full-time counseling experience with clear PPS credential prior to AUHSD employment.
4. Length of additional paid full-time prior service to the District in a certificated position.
5. Length of additional paid full-time prior service in a certificated position outside of the district.
6. Length of additional paid full-time prior service to the District in a non-certificated position.
7. Length of additional paid full-time prior service in a non-certificated position in education or a counseling setting outside of the district.
8. If the criterion above does not break a tie, a lottery will be used to determine who will be laid off.

ARTICLE 10: WORKING HOURS

10.1 Hours - General

The District recognizes that the varying nature of a counselor's day-to-day professional responsibilities does not lend itself solely to an instructional day of rigidly established length. The minimum school-based assignment hours are as follows:

Counselors should be available in their office every day for students and parents before school and after school for the duration of the school year. Exception may be made by mutual agreement between the unit member and site administration based on the specific needs of the school.

Unit members must be on duty at least thirty (30) minutes before the beginning of the first class session and remain on duty for a reasonable length of time after the close of the student's regular school day. These minimum school-based assignment hours may be modified by the immediate administrator to suit varying educational and operating needs after reasonable prior consultation with the unit member. These modifications may not be of a permanent and/or continuing nature.

Each unit member shall receive a daily duty-free lunch break of not less than thirty (30) minutes, as scheduled by the immediate administrator except when there are unscheduled fire drills or other such emergencies as determined by the principal of each school. Lunch supervision shall be limited to no more than one student lunch period per day.

Minimum school-based assignment hours shall be applicable to every scheduled school day, including minimum pupil days, inservice days and the like. These minimum school-based assignment hours may be modified by mutual agreement between the immediate administrator and counselor.

In addition to assigned counseling duties, as described in the counselor's job description, counselors shall perform their duties, many of which will occur outside of the minimum school-based assignment hours. Other such duties may include supervising pupils within and outside class hours; supervising and providing leadership of pupil organizations and activities as assigned; cooperating in parent, community and open house activities; serving on committees providing advice and service to the District; and participating in approved development programs.

In assigning the duties as set forth in the preceding paragraph, site administrators shall make a reasonable effort to see that the hours of work involved are equitably distributed among the staff with volunteers sought prior to mandating an assignment, and that reasonable advance notice of scheduling is provided. In assigning the above duties and hours, administrators shall act in a reasonable manner, and not in an arbitrary, capricious, or vindictive manner.

In the event of a work stoppage, no counselor shall be required to substitute for any teacher.

10.2 Assigned Days of Work

The total number of assigned annual days of work for regular full time counselors is 198. These days will be served consecutively whenever practicable as determined by the principal/designee after consulting with the unit member. Any extra days of assignment will be paid on a per diem basis.

The start and end dates for the 2015-16, 2016-17, and 2017-18 work years will be as follows (these dates are subject to change if the teacher work year is revised):

YEAR	START DATE	END DATE
2015-2016	July 22, 2015	May 27, 2016
2016-2017	July 20, 2016	May 26, 2017
2017-2018	July 19, 2017	May 25, 2018

In general, counselors will start their work year 13 days prior to the teacher start date and will end their work year on the last teacher work day. Site principals and counselors will have flexibility to make adjustments as necessary.

10.3 Counselor Meetings

Whenever practicable, as determined by the District, mandated counselor meetings shall be held during normal school hours.

10.4 Counselor Professional Development

Two (2) days will be provided by management for specific training for counselors. These days will be during the regular 198 day contract period. The professional development training will relate directly to day-to-day counselor services at the school site. Counselors' attendance at these two (2) professional development days is not optional and will be supported by site administration. Exceptions can be made in case of a school site emergency which requires the counselor(s) to be present (e.g. to provide support in case of a death of a student or staff member or for other emergency situations affecting a school site). Unit members who do not attend a professional learning day may not use personal necessity referenced in 8.11.4. Unit members will also be required to participate in a make-up session that is of the same nature and quality to recoup the lost learning opportunity.

10.5 Beginning of Semester Professional Development Work Schedule

Counselors may be excused from the staff professional development meeting(s), which are held prior to the start of each semester. Principals and school counselors will confer within two weeks prior to the start of each semester to discuss counselor participation at any part of these meetings that involves school wide staff participation.

ARTICLE 11: PUPIL-TO-COUNSELOR RATIO

The Board of Trustees shall determine and regulate the ratio of pupils to counselors in relation to the total responsibilities, powers, and rights imposed upon, vested in, and reserved to, respectively, the Board by law.

- 11.1 The Board will continue its efforts to maintain staffing patterns that will avoid State penalties.
- 11.2 The Board shall promote counselor caseloads which are within the best interests of the students concerned.
- 11.3 The Board of Trustees agrees that it shall not arbitrarily or capriciously assign abnormally or unreasonably large counselor caseloads within the District.

Though the Board reserves the power to amend the pupil-to-counselor ratio for the ensuing school year at any time during the preceding school year as deemed appropriate, the Board is also cognizant of the effects of this ratio upon the jobs of counselors and the value of counsel with all employees, whether performing direct or indirect services to pupils, as well as factors enumerated herein above. Therefore, the District agrees to consult with all affected unit members prior to making changes in the pupil-to-counselor ratio, unless the need for change be deemed an emergency by the Board. If the Board determines that an emergency exists, it shall notify the Association in writing of its decision. The decision of the Board, following consultation, shall remain solely a decision of the Board.

ARTICLE 12: EVALUATION PROCEDURES

12.1 General Provisions

The District retains sole responsibility for the evaluation and assessment of performance of each counselor, subject only to the following procedural requirements. Accordingly, no grievance arising under this Article shall challenge the substantive objectives, standards or criteria determined by the evaluator or District, nor shall it contest the judgment of the evaluator; any grievances shall be limited to a claim that the following procedures have been violated.

12.2 Procedures

The principal or designated administrative representative shall conduct the evaluation. Unscheduled evaluations may be made at any time during the school year at the discretion of the principal.

12.2.1 All non-permanent unit members will be evaluated annually and all permanent unit members at least every other year, using the School Counselor Performance Evaluation (Appendix G). Unit members with permanent status who have been employed at least ten (10) years with the District and whose previous evaluation rated the employee as meeting or exceeding standards, may be evaluated every five (5) years, if the unit member and evaluator consent to this schedule. Should the evaluator withdraw consent, the evaluator shall provide the employee a written notice within the first two weeks of the beginning of the school year. The final evaluation conference shall be conducted no later than two weeks prior to the end of the school year for unit members and necessary forms forwarded to the Certificated Human Resources Office not later than June 15. The final evaluation should reflect in writing whether or not the unit member has been recommended for re-employment.

12.2.2 Prior to September 1st of each evaluation year, the evaluator and unit member shall hold a preliminary evaluation conference and review annual agreement (Appendix G-5) and Counselor Core Curriculum Template (Appendix G-9). They will identify the types of multiple measures and various examples of evidence that will assist the evaluator in evaluating the employee on the elements within the 13 standards. They will decide upon the types of evidence that needs to be observed or collected and indicating which types of evidence will be helpful to demonstrate proficiency levels. Once the multiple measures are identified, the evaluator will assess the employee's practices during the year and use evidence collected to help determine progress and feedback.

12.2.3 The purpose of the preliminary evaluation conference shall be to review the element and planned activity to be achieved in the following required areas of evaluation:

12.2.3.1 Standard 1: The professional school counselor plans, organizes and delivers the school counselor program.

- 12.2.3.2 Standard 2: The professional school counselor implements the core counseling curriculum through the use of effective instructional skills and careful planning of structured group sessions for all students.
 - 12.2.3.3 Standard 3: The professional school counselor implements the individual planning component by guiding individuals and groups of students and their parents or guardians through the development of education and career plans.
 - 12.2.3.4 Standard 4: The professional school counselor provides responsive services through the effective use of individual and small-group counseling, consultation and referral skills.
 - 12.2.3.5 Standard 5: The professional school counselor provides system of support through effective school counseling program in collaboration with school staff.
 - 12.2.3.6 Standard 6: The professional school counselor discusses the counseling department management system and the program action plans with the school administrator.
 - 12.2.3.7 Standard 7: The professional school counselor is responsible for communicating the mission, program goals, and delivery services of the school counseling program and solicits feedback to support program design.
 - 12.2.3.8 Standard 8: The professional school counselor collects and analyzes data to guide program direction and emphasis.
 - 12.2.3.9 Standard 9: The professional school counselor monitors students on a regular basis as they progress in school.
 - 12.2.3.10 Standard 10: The professional school counselor uses time and calendars to implement an efficient program.
 - 12.2.3.11 Standard 11: The professional school counselor develops a result-based evaluation for the program.
 - 12.2.3.12 Standard 12: The professional school counselor conducts a yearly program audit.
 - 12.2.3.13 Standard 13: The professional school counselor is a student advocate, leader, collaboration and a system change agent.
- 12.2.4 Following the preliminary evaluation conference, the evaluatee will be given a typed copy of the School Counselor Performance Evaluation. The signatures of the evaluator and evaluatee shall appear on this form. The evaluatee's signature indicates that the evaluatee has read the document.

- 12.2.5 The evaluatee shall be observed ongoing throughout the year based on the 13 Standards. Mid-Year Checkpoint for Permanent Employees the District will make a good faith effort to meet with permanent employees prior to February 1st. At this time, the evaluator will meet with the employee to share insights on the practices that have been observed and evidence collected during the year for the standards. The employee may choose to bring additional artifacts to the meeting. During the discussion, the evaluator will determine the degree to which an employee's performance meets a defined level on the AUHSD School Counselor Performance Rubric (Appendix G11). The Continuum will be reviewed so that the employee can see which practices need to be refined and extended in order to obtain growth in the elements being assessed. Progress will be noted on the School Counselor Performance Evaluation that was discussed during the goal setting meeting and the element ratings for the standards may be completed during the conference or after the conference. This is the time that professional development goals can be identified and other resources discussed to enable the teacher to pursue avenues for growth.
- 12.2.6 Report of Observation of first and second year certificated unit members will be conducted each school year.
- 12.2.7 Observation Process - While all employees will be observed during the year in meeting their roles and responsibilities as described in their respective continuums, counselors will also be formally observed in the classroom setting delivering their counseling core curriculum. Evaluators will use the Reflection Sheet (Appendix G-10) Conference Summary to summarize learning during the observation. After the observation, counselors will attend a conference within five working days to obtain feedback.
- 12.2.8 The School Counselor Performance Plan shall be utilized for overall routine evaluation of unit members. All sections of these forms must be completed accurately. The certificated unit member shall have a conference with the appropriate administrator whenever the School Counselor Performance Plan is utilized. The evaluator/evaluatee is to sign the original and all copies of these reports. The original is retained by the school, one (1) copy is sent to the District Certificated Human Resources office and one (1) copy is retained by the evaluatee.
- 12.2.9 In the event that the member receives a review of developing or unsatisfactory a Counselor Performance Improvement Plan will be utilized see appendix G-24.
- 12.3 Conditions
- 12.3.1 The evaluator must maintain on file each completed evaluation form.
- 12.3.2 All monitoring or observation of the work of a unit member shall be conducted openly and with full knowledge of the unit member.

- 12.3.3 Matters which will be used to evaluate a unit member will be brought to the attention of the unit member in writing within a reasonable period of time following the dates the administration first becomes aware of such facts. This may involve progressive discipline.
- 12.3.4 Upon request, a unit member shall be entitled to have a representative of his/her choice present when s/he is subject to disciplinary action. A request for such representation is made, any conference will be held within a period of time not to exceed five (5) school days in order that such a representative may have an opportunity to be present. Nothing in these procedures exempts the unit member from the basic responsibilities as described in his/her job description.
- 12.4
- | <u>Important Dates</u> | <u>Requirements</u> |
|---|---|
| September 1 | Evaluation system explained to all appropriate unit members and distribution of necessary forms.

Preliminary evaluation conference to develop elements and planned activities. |
| End of First Quarter | Report of Observation completed for appropriate unit members. |
| End of Second Quarter | Report of Observation completed for appropriate unit members. |
| Two weeks prior to the end of the school year | Final evaluation conference. |

By the last day of school Necessary forms filed in Certificated Human Resources office.

ARTICLE 13: SAFETY CONDITIONS13.1 Safe Working Conditions

The District shall provide safe working conditions for all unit members within the fiscal capabilities of the District to provide continuous administrative monitoring of working conditions and correction of unsafe working conditions.

13.2 Responsibility

Both parties agree that the responsibility for safe working conditions is that of the Board, the responsibility for the maintenance of safe procedures and practices is that of the unit member.

13.3 Unsafe Conditions

Any assault or battery upon unit members or any threat of force or violence directed toward unit members at any time or place which is related to school activity or school attendance shall be reported by unit members to their immediate supervisor.

13.3.1 Administrators will monitor and report to the District unsafe working conditions. Unit members aware of unsafe conditions will report said conditions to the immediate supervisor on the appropriate form. The District will respond to the unit member with a copy of the work order.

13.3.2 Assault, battery or any threat of force or violence directed toward a unit member while in attendance at school or at related school activities shall be reported by the unit members to their immediate supervisor.

13.3.3 The District shall take appropriate action whenever a unit member, while in attendance at school or related school functions, is physically or verbally attacked by another person or persons. Such action will include reporting such incidents to the appropriate law enforcement agencies as provided in the Education Code. The affected unit member shall receive a response as to any and all action taken within a reasonable period of time after the report of the incident.

13.4 Physical Safety

Since physical safety of unit members is enhanced when school campuses are kept orderly and well disciplined, the District shall give all reasonable support and assistance to unit members as they attempt to maintain an atmosphere conducive to appropriate discipline on school grounds and in the classroom. Such support shall include:

13.4.1 Whenever a student exhibits serious behavioral problems which disrupt the educational process within the unit member's jurisdiction, the unit member may inform the principal who shall arrange for a conference with the unit member to discuss the problem and to decide upon appropriate steps for its resolution. If

necessary, the principal may arrange for an appropriate specialist to attend the meeting.

13.5 Reimbursement for Personal Loss and/or Damage

13.5.1 The Board of Trustees will authorize payment of the cost of replacing or repairing certain property of an employee when such items are damaged or stolen in the line of duty as a result of malicious acts and without fault of the unit member.

Covered items are:

13.5.1.1 Prescription eye glasses, hearing aids, watches, articles of clothing, or other items necessarily worn or carried by the employee,

13.5.1.2 Vehicles,

13.5.1.3 Other personal property of the employee, when approval for the use of the personal property in the line of duty was given in writing by the site administrator or designee before the property was brought to the work site, and when the value of the property was agreed upon in writing by the person or persons bringing the property and the site administrator, or designee appointed by him/her for this purpose, at the time the approval for its use was given.

13.5.2 The following items are excluded from coverage under this article:

13.5.2.1 Vehicle collision (including hit and run incidents).

13.5.2.2 Such personal items as tape recorders, radios, telephones, pagers, or compact disc players belonging to the unit member are not included unless approved by the District in item 13.5.1.3 above. This includes items in a vehicle, regardless of whether the item is fixed or removable from the vehicle.

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

13.5.2.4 Cash, credit cards, or other cash equivalent items.

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

13.5.4 To preclude double recovery, any losses or damages which are compensable, wholly or partially, under the unit member's private insurance policy, or policies, shall to such extent not be compensable under the terms of this policy.

13.6 Use of Force

Unit members may take necessary action in the performance of their duties to insure the safety of themselves and/or others when necessary for the defense of themselves and/or others.

ARTICLE 14: WAGES AND ITEMS RELATED TO WAGES

14.1 Salary - Counselors

1. Effective August 5, 2019, the 2019-2020 Counselors' Salary schedule shall be increased by 0.5% and is hereby incorporated into the Agreement as Appendix B.
2. One-Time Payment: Employees shall receive a one-time, off-schedule payment equal to 0.5% of their earned salary as reflected on the 2019-2020 salary schedule. This one-time, off-schedule payment shall apply to all unit members employed by the District as of the date of ratification of the Tentative Agreement.
3. In the event another District employee unit receives an increase in salary greater than a 0.5% on schedule raise and a one-time, off-schedule payment of 0.5% for the 2019-2020 school year, the District or APGA may request, and the other party will agree, to re-open negotiations on salary for 2019-2020.

14.2 Salary - Extra-Service Pay

Extra-Service Pay specific to Counselors is hereby incorporated as Appendix C of this Agreement.

Extra Service Pay shall be expressed as a percent of Column II, Step 1 of the 2015-16 Counselors' Salary Schedule (Appendix B) and the amount will increase as the Counselors' Salary Schedule increases.

Leadership Positions will be paid monthly with contract pay. Duties assigned are within the scope of the school day.

14.3 Salary Schedule Placement Advancement and Structure

14.3.1 Salary Schedule

Counselors who hold or qualify for the Pupil Personnel Services Credential, General Pupil Personnel Services Credential, or Standard Designated Services Credential with specialization in Pupil Personnel will be placed on and advanced on the salary schedule as follows:

- 14.3.1.1 Column I: Bachelor's Degree plus 30 semester hours
- 14.3.1.2 Column II: Bachelor's Degree plus 45 semester hours or Master's Degree
- 14.3.1.3 Column III: Bachelor's Degree plus 60 semester hours including Master's Degree or Doctorate

14.3.2 Initial Salary Placement

Whenever a candidate is recommended for election, tentative placement on the salary schedule is made by the Assistant Superintendent of Human Resources, based on the evidence of experience and training submitted in the application materials. Final placement on the salary schedule is made when completed official college transcripts (due November 1) and written evidence of experience have been received.

If a unit member fails to furnish such written evidence, the member's contract will be rewritten to reflect correct column and step placement and appropriate amounts sufficient to correct the salary error will be deducted from future salary warrant(s).

Effective July 1, 2007, a maximum of six (6) years of credit for approved teaching or counseling outside the District shall be allowed at the rate of one step for one year of service.

Credit for credentialed service outside the District shall be allowed at the rate of one step for one year of comparable service, but in no case shall placement be made above step 7. Credit for credentialed experience in an accredited private school will be allowed. All previous experience shall be verified by official statements from previous employers.

14.3.3 All degrees and credits earned must be from accredited colleges or universities. For purposes of this section, accredited institutions shall be listed in the American Association Collegiate Registrar Admissions (AACRA), Council on Post Secondary Accreditation (COPA), or Association of American Education.

14.3.4 For initial placement, all semester hours must be upper division or graduate level and earned after the Bachelor's Degree.

14.3.5 Vertical Movement

All qualified unit members shall advance one (1) vertical step on the salary schedule for each year of service, except those whose placement is at the maximum step.

Regular full-time unit members, who in any one school year, are in paid status for at least seventy-five percent (75%) of the work days designated for the affected position, shall be deemed to have earned a year of experience credit.

Part-time unit members, who in any two consecutive school years, are in paid status for at least seventy-five percent (75%) of the work days designated for the affected position, shall be deemed to have earned a year of experience credit.

14.3.5.1 Any unit member with fifteen (15) complete years of credentialed service in the District shall be placed on Step 16 of the salary schedule.

14.3.5.2 Any unit member with twenty (20) complete years of credentialed service in the District shall be placed on Step 21 of the salary schedule.

14.3.5.3 Any unit member with twenty-five (25) complete years of credentialed service in the District shall be placed on Step 26 of the salary schedule.

14.3.6 Horizontal Movement

A notice of intent to change columns on the salary schedule shall be filed in the Certificated Personnel Office no later than March 15 of any school year. Contracts will be rewritten only after the unit member submits to the Certificated Personnel Office, prior to November 1, written proof of semester units completed or degree earned. Failure to meet either of these deadlines will preclude a column change that year.

Course credit for salary placement and movement shall be given only for lower division, upper division or graduate course work taken at four-year colleges, universities or graduate schools which are accredited by a regional accrediting commission.

14.3.6.1 After employment and placement on the salary schedule under adopted policy, the following guidelines will be used in crediting courses for salary schedule column advancement.

14.3.6.1.1 Lower division, upper division or graduate courses that meet any of the five criteria listed below may be credited with prior approval of the principal and the Director, Human Resources. In order to be eligible to use lower division course credit for salary schedule advancement, a "Request for Lower Division Credit" must be submitted through the Director, Human Resources, at least three weeks prior to the start of class. The Director, Human Resources, will respond to the applicant within two weeks.

14.3.6.2 Criteria for courses accepted for salary advancement:

14.3.6.2.1 A subject directly related to the current or proposed assignment.

14.3.6.2.2 A subject directly related to a unit member's teaching major or minor.

14.3.6.2.3 A subject directly related to an advanced degree in professional education or in a subject area.

14.3.6.2.4 A subject required by a California credential evaluation or renewal.

14.3.6.2.5 Courses required for obtaining an additional teaching assignment major or minor.

14.3.6.3 Evidence of satisfactory completion of course must be submitted to the Assistant Superintendent of Human Resources, prior to November 1.

14.3.6.4 The burden of proof of training, experience, possession of credentials and other required documents shall lie with the unit member, both for initial placement and for subsequent reclassification. Any error in classification which is due to action or inaction on the part of the unit member shall be corrected as soon as the error is verified, but salary adjustments shall be retroactive during the current school year only.

14.3.7 Other Salary Schedule Credit

Full salary schedule credit shall be granted for overseas teaching and Peace Corps teaching. Full salary schedule credit up to six years shall be granted to all counselors newly employed in the District for credentialed teaching or counseling experience gained prior to employment in the Anaheim Union High School District.

The Superintendent may recommend salary schedule credit for experience gained which is related to counseling.

14.3.8 Doctoral Degree Stipend

An additional annual stipend of \$2266 will be paid for an earned doctoral degree from an accredited university. For purposes of this section, accredited institutions shall be listed in the American Association Collegiate Registrar Admissions (AACRA), Council on Post Secondary Accreditation (COPA), or Association of American Education.

14.4 Extra Duty

Unit members who serve in supervisory assignments at athletic events, dances, plays, and other after-school and evening school sponsored events do so for the benefit of students, the curriculum and job effectiveness. When made possible by generation of funds by school-sponsored events, school based personnel may be compensated in accordance with salary schedules established at each school.

14.5 Travel Expenses

Any unit member traveling to an authorized convention, meeting, conference, or visitation within 100 miles of the District, shall use a District vehicle when available. When no

District vehicle is available, the unit member shall be reimbursed at the IRS allowable rate per mile. When the conference, convention, or meeting is over 100 miles and the unit member elects to drive his/her personal car in lieu of using commercial transportation, the unit member will be reimbursed at the amount paid for lowest fare charged for commercial air transportation.

Unit members required to drive their personal automobiles in the course of their work shall be reimbursed for such use at the IRS rate with prior approval of their supervisor.

14.6 Part-Time Employment

It is the policy of the Board of Trustees of the Anaheim Union High School District to provide unit members of this District with the opportunity to phase in their retirement by reducing their workload from full-time to part-time duties while maintaining full retirement benefits pursuant to Education Code Section 22724. This reduced workload shall be authorized upon request of any full-time certificated unit member subject to the following conditions:

- 14.6.1 The unit member must have reached the age of fifty-five (55) years prior to reduction in workload.
- 14.6.2 The unit member must have at least ten (10) years of full-time employment in this District in a position requiring certification, of which the immediately preceding five (5) years were full-time employment; and currently earning a salary equivalent to Column I, Step 7, or more.
- 14.6.3 The minimum part-time employment shall be one-half (1/2) of the number of days of service required by the unit member's contract of employment during the final year of service in a full-time position. The term "one-half" means full-time for one-half the days required for the individual's position classification.
- 14.6.4 Only unit members who do not hold positions with salaries above that of the school principals are eligible for this reduced workload-retirement benefits program.
- 14.6.5 The option of part-time employment and full retirement benefits must be exercised on an annual basis.
- 14.6.6 The unit member who elects a reduced workload in accordance with the conditions of this section shall be paid a salary which is the pro rata share of the salary that would be earned if the request for part-time employment had not been made, and shall retain all other rights and benefits of full employment, provided the unit member elects to contribute to the Teachers' Retirement Fund the amount that would have been contributed if employment was on a full-time basis. If the unit member elects to contribute the full-time employment share to the Teachers' Retirement Fund, the District shall also do the same to assure full-time employment retirement allowance.

14.6.7 The District reserves the right to deny granting a reduced workload to any unit member if doing so would create a staffing problem.

14.6.8 No unit member shall be entitled to receive retirement credit for more than five (5) years service under this section.

14.7 Hourly Rate of Pay

Unit members selected by the District to perform certificated hourly paid duties shall receive an hourly rate of pay equal to the previous Summer's miscellaneous rate of pay. The new hourly rate of pay shall become effective the first day after the end of the regular year.

ARTICLE 15: HEALTH AND WELFARE15.1 Contributions by the District

The District shall contribute the blended super composite rate towards the cost of medical insurance, and shall provide dental, life, vision care, and accidental death/dismemberment insurance benefits for active employees who are within the unit as indicated below:

15.1.1 Medical Insurance

PPO: Self-insured major medical with \$275 deductible per person, maximum of \$1,100 per family for unit members and eligible dependents utilizing the Blue Cross Prudent Buyer Plan, including a prescription card service, in the amount not to exceed the super composite rate established for 2017 of \$1,348 per month or \$16,179 per year per enrolled unit member, or

EPO: Beginning January 1, 2018, a District Self-Funded EPO (Exclusive Provider Organization) medical insurance plan will be provided as an offering to active employees in place of the discontinued Anthem Blue Cross Fully Funded HMO Plan.

For the 2018 calendar year, the District Self-Funded EPO will utilize the Blue Cross Prudent Buyer PPO Network, and the EPO Plan as well as all co-pays and out-of-pocket maximums shall remain the same as the former Anthem Blue Cross HMO that was in effect as of January 1, 2017, with the exception of the Plan administrator, Prescription drug and the Mental Health carriers. Pan Administration Services will be provided by BRMS, psychological mental health services (Including Alcohol and Drug Abuse Care) will be provided by the Holman Group, and prescription services will be provided through Express Script, Inc.

The blended super composite rate shall be the weighted average of the PPO and HMO super composite rates above. Beginning with the 2018 calendar year, the District's contribution to the blended super composite rate shall not exceed \$16,078.

2013 blended super composite rate calculation example.

1,238 employees are in the HMO. (46%)

1,433 employees are in the PPO. (54%)

46% of \$11,808 = \$5432. 54% of \$14,364 = \$7,757.

\$5432 + \$7757 = \$13,189 is 2013 blended super composite rate.

15.1.2 Life and Accidental Death/Dismemberment Insurance

Life and accidental death/dismemberment insurance for unit member and life insurance protection for unit member's spouse and eligible dependents.

15.1.3 Dental Insurance

Delta Dental PPO dental insurance for unit members and eligible dependents, or Delta Care PMI dental insurance for unit members and eligible dependents.

15.1.4 Vision Care Insurance

Vision care with special contact lens provision for unit members and eligible dependents.

15.1.5 Ancillary benefit plan designs (Life, Dental, Vision) shall be determined by the District Insurance Committee.

15.1.6 If an agreement is reached with any other collective bargaining group on health and welfare that contains a greater benefit than the current plan or a higher maximum district contribution, the District or APGA may request, and the other party will agree, to re-open negotiations on health and welfare for 2016.

15.2 Insurance Committee

The parties agree that the overriding purpose of the Insurance Committee (“Committee”) is to fulfill the commitment contained herein and in previous memorandum of understanding regarding cost containment of health and welfare premiums. The District and the Association agree to a renewed focus on health and welfare cost containment through participation on the Committee. Accordingly, the parties agree as follows:

15.2.1 The District will provide regular members of the Insurance Committee release time to attend insurance committee meetings.

15.2.2 The parties will work aggressively through the Committee to generate specific changes in health and welfare coverage, if needed, that maximize the district’s contributions for medical, dental, vision, and life insurance. On-going cost evaluations will be generated and provided to the Committee as requested. Each year the super composite rate for the following year will be available to the Committee on or before September 1. Upon review of these rates the Committee will make suggestions for cost containment.

15.2.3 The Committee’s final recommendations for implementation of the above-referenced cost containment provisions and actual super composite rates shall be submitted to the Association no later than September 30. The Association and the District negotiation teams will work to reach an agreement on such cost containment provisions and upon agreement, recommendations shall be submitted for ratification. If such agreement is not reached prior to November 1

of each year the district is authorized to initiate payroll deductions beginning with the January 31 paycheck for the difference between the blended super composite rate noted in 15.1 and the current year's blended super composite rate provided by the contract administrator.

15.3 Right to Contract

The Association shall have the right to contact the Health and Welfare contract administrator directly for any information it wishes relative to the plan, but a copy of such request and a copy of any answer received from the contract administrator shall be sent to the District.

15.4 Self-Insurance Plan

The District will maintain a self-insurance plan, using an outside contract administrator.

15.5 Retirees

The Board of Trustees shall provide the 1979-80 fringe benefit amounts toward the major medical and dental portion of the fringe benefit compensation package to all unit members who were regular contract certificated personnel in the employment of the District prior to September 6, 1979 and who retire(d) on or after September 6, 1979 from the District with fifteen (15) or more years of service to the District and who are not otherwise covered by any similar programs provided through Social Security or teacher retirement plans.

Retirees referred to in the above paragraph who wish to continue participation in the program will be required to make monthly payments, in advance to the Business Office the difference between the current year costs and the 1979-80 costs.

All unit members ages 60-65 who are regular contract certificated personnel in the employment of the District and who retire(d) from the District with fifteen (15) or more years of service to the District and who are not otherwise covered by any similar programs provided through Social Security or teacher retirement plans shall be provided with the major medical and dental portion of the District's fringe benefit compensation package for the retiree only. Unit members who retire with fifteen (15) or more years of service to the District, and who have not attained the age of 60, who wish to participate in the major medical and dental portion of the fringe benefit compensation package may do so by depositing the monthly amount of the premium with the District Business Office. The amount of yearly premium will be established each year by the Business Office.

Members retiring after 1969 shall receive benefits no greater than those accorded current, active bargaining unit members. To remain eligible for the district-paid benefit coverage from ages 60-65, the retiree must deposit the monthly amount of the premium with the District Business Office from the date of retirement until age 60.

15.6 IRS Section 125 - Flexible Benefit Plan

The District shall provide an Internal Revenue Service Section 125 Plan for unit members. Such plan will include but not be limited to eligible medical and disability income insurance and dependent care expenses. The plan administrator for the IRS Section 125 Plan shall be mutually agreed upon by the Association and the District. Participation by bargaining unit members in the Plan shall be voluntary.

ARTICLE 16: JOB SHARING

- 16.1 Job sharing shall refer to two (2) unit members on regular contracts sharing one (1) counseling assignment.
- 16.2 Procedures
- 16.2.1 Requests or applications for a job-sharing assignment for the following school year shall be filed with the District and the site principal no later than March 1.
- 16.2.2 A request or application for job-sharing must include a proposal specifying how the employees will fulfill the responsibilities and duties of the position. Such proposal must be sent to Human Resources and the site principal.
- 16.2.3 The Assistant Superintendent of Human Resources shall approve or deny requests or applications and notify, in writing, the applicants of his/her decision by May 1.
- 16.2.4 Upon approval of a job share, the Assistant Superintendent of Human Resources shall draw up an agreement outlining the specific expectations, work days/hours, salary and benefits information for each of the job share participants.
- 16.2.5 Shared contracts shall be entered into for a period of one year. These contracts may be renewed annually with the approval of the Assistant Superintendent of Human Resources and the site principal.
- 16.2.6 In the event the job share agreement is not meeting the needs of the school and the students, the District and site principal may revoke the job share agreement at any time after providing a two week notice to the job share participants. It is expected that the Assistant Superintendent of Human Resources or site principal provide an opportunity to rectify concerns prior to revoking the agreement.
- 16.3 Notwithstanding other provisions of this Agreement, job-sharing unit member's wages, statutory benefits (if applicable) and paid leaves shall be prorated relative to the actual time worked. In no event shall the total amount of the health and welfare benefits for the job-sharers exceed the amount the District would have paid if the position had not been shared. This agreement does not supersede any previous written agreement made between job-sharing unit members and the District pertaining to the distribution of health and welfare benefits.
- 16.4 Salary Schedule Advancement
- In order to advance on the counselor salary schedule the individual or individuals in the job share must work a minimum of 75% of the 198 counselor work days, which is a total of 148 or more days within two consecutive school years. If a work year is adjusted due to furlough days, the unit member must work a minimum of 75% of the work days within the two consecutive years.

16.5. Return to Full-Time Assignment

- 16.5.1 If a unit member on a regular contract is in a job-sharing assignment and elects to return after the first year to full-time counseling, or if the District revokes the job-sharing agreement, the unit member will be returned to his/her original school if a position is available for which the unit member is qualified.
 - 16.5.2 If a unit member on a regular contract is in a job-sharing assignment for more than one (1) year and elects to return to full-time counseling, or if the District revokes the job-sharing agreement, the unit member will be assigned to the first available full-time counseling position for which the unit member is qualified.
 - 16.5.3 If a job sharing unit member decides to end his/her job share agreement and return to a full-time position, or if the District revokes the job-sharing agreement, the other unit member must return full-time or resign his/her position.
- 16.6 Prior to any layoff and/or reduction in force, the District shall advertise to all unit members, for a thirty (30) day period, that the opportunity exists to participate in job sharing.

This article is not subject to the grievance language in the contract nor shall it be deemed as precedent setting or develop a District practice.

ARTICLE 17: DISCIPLINE17.1 Personnel Files

A unit member shall have the right to examine and respond to all of the material in his/her personnel file which has accrued after his/her employment. A representative of the unit member may, at the unit member's request, accompany the unit member in the review, or with the unit member's consent, may conduct the review. Each unit member's personnel file shall contain only the following:

- 17.1.1 Pre-employment information
- 17.1.2 Copies of annual contracts and supplemental contracts
- 17.1.3 Transcripts
- 17.1.4 Certification material
- 17.1.5 Letters of commendation
- 17.1.6 Copies of official personnel action
- 17.1.7 Written evaluations
- 17.1.8 Other materials, as agreed between the unit members and the Director, Human Resources.

Materials placed in the unit member's file shall be photocopied within forty-eight (48) hours of placement and submitted to the unit member who shall sign a receipt signifying that s/he has received the material. Such receipt does not indicate agreement. The unit member may make a written response to the material which shall also be placed in his/her file, and attached to the material being responded to. Materials which relate to an incident involving a unit member must be submitted for placement in his/her personnel file within a reasonable period of time following the date of the complaint, any material shall be removed from the file if a unit member's claim that it is inaccurate is sustained through the grievance procedure.

17.2 Process

Normally, the District shall utilize a "Progressive Discipline" procedure which utilizes the following steps:

- 17.2.1 Verbal warning(s)
- 17.2.2 Written warning
- 17.2.3 Written reprimand(s)

17.2.4 In the administration of this procedure, the parties agree that some actions of unit members may be so severe as to require stringent action without strict adherence to the steps outlined above. It is further agreed, however, that no unit member shall be reprimanded, reduced in compensation, or suspended with or without pay as set forth herein without just cause. This second, 17.2.4, shall not apply to extra service pay positions.

17.3 Notice of Progressive Discipline

In the administration of the overall discipline program of the District, any written notice will clearly state if the discipline represents a:

17.3.1 Written warning, or

17.3.2 Written Reprimand.

17.4 Right to Representation

A unit member shall be entitled to have a representative present when s/he is subject to any disciplinary action. After a request for such representation is made, a conference will be held within a period of time not to exceed five (5) working days in order that a representative of the unit member's choice, when possible, may have an opportunity to be present.

17.5 Removal of Unit Member From Extra Service Pay

It is understood by the parties that the District may remove unit members from extra service pay positions (Appendix C or ASTA Appendix C-2 through C-4)) subject to due process. For purposes of this section, due process means:

17.5.1 Verbal warning(s)

17.5.2 Written warning

17.5.3 Reprimand

17.5.4 Removal

The District may also remove a unit member from extra-pay and leadership positions (Appendix C or ASTA Appendix C-2 through C-4) due to deficiencies in performance or as a result of a transfer to another site. The unit member will be given written notice of the deficiencies prior to removal. If no improvement is made within a reasonable amount of time, the unit member will be given notice by May 15 or at the conclusion of the season of sport effective for the following school year or season. It is understood that any written materials or documents related to the removal of a unit member from an extra service pay position shall not be placed in the unit member's personnel file. This does not prohibit the documentation of serious offenses involving moral turpitude to be included in the personnel file.

ARTICLE 18: SEPARABILITY AND SAVINGS

If any provision of this Agreement or any application thereof to any counselor is held by the highest court in the State or by a federal court to be contrary to law, then such provision or application will be deemed invalid, to the extent required by such court decision, but all other provisions or applications shall continue in full force and effect.

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

ARTICLE 19: MISCELLANEOUS PROVISIONS

In the event of a conflict between the terms of this Agreement and any procedures, or individual contracts of employment, the terms of this Agreement shall prevail.

ARTICLE 20: DURATION

This Agreement shall remain in full force and effect through the first work day of the 2021 school year and shall continue in effect day-to-day until such time as a new or modified agreement is ratified by both parties.

For school year 2019-20, Article 14, Wages and Items Related to Wages, Article 15, Health and Welfare Benefits, Article 11-Pupil to Counselor Ratio, and all MOUs, shall be open for negotiations.

In addition to the articles referenced above, the Association and the District shall each have the option of opening one (1) other article of their choosing in 2019-20. These articles shall be the only subjects of negotiations unless additional articles are opened by mutual consent.

It is understood that other provisions of the Agreement shall remain in full force and effect for the years 2019-20 and 2020-21, notwithstanding the results of the limited reopener of negotiations as outlined above.

DATED: June 12, 2019

ANAHEIM UNION HIGH
SCHOOL DISTRICT

ANAHEIM PERSONNEL AND GUIDANCE
ASSOCIATION



Brad Jackson
Assistant Superintendent
Human Resources



Brian Bannon
Chief Negotiator
APGA

Anaheim Union High School District 2020-2021

EXHIBIT HH

Student/Teacher Calendar

July 2020					November 2020					March 2021				
		1	2	3*	2	3	4	5	6	1	2	3	4	5
6	7	8	9	10	9	10	11*	12	13	8	9	10	11	12<
13	14	15	16	17	16	17	18	19	20	15	16	17	18	19
20	21	22	23	24	23	24	25	26*	27*	22	23	24	25	26*
27	28	29	30	31	30					29	30	31		
August 2020					December 2020					April 2021				
3	4	5	6	7		1	2	3	4				1	2
10++	11+	12	13	14	7	8	9	10	11	5	6	7	8	9
17	18	19	20	21	14	15	16	17#	18<	12	13	14	15	16
24	25	26	27	28	21	22	23	24*	25*	19	20	21	22	23
31					28	29	30	31*		26	27	28	29	30
September 2020					January 2021					May 2021				
	1	2	3	4					1*	3	4	5	6	7
7*	8	9	10	11	4	5	6	7	8	10	11	12	13	14
14	15	16	17	18	11	12	13	14	15	17	18	19	20	21
21	22	23	24	25	18*	19	20	21	22	24	25	26#	27<	28+
28	29	30			25	26	27	28	29++	31*				
October 2020					February 2021					June 2021				
			1	2	1	2	3	4	5		<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>
5	6	7	8	9<	8*	9	10	11	12	7	8	9	10	11
12++	13	14	15	16	15*	16	17	18	19	14	15	16	17	18
19	20	21	22	23	22	23	24	25	26	21	22	23	24	25
26	27	28	29	30						28	29	30		



School Begins



Non-Student/Non-Teacher Day
Holidays

+

Teacher Day; No Students

++

Staff Development Day; No students

<

End of the Quarter or Semester
And Minimum Day for Students

#

Minimum Day for H.S. Students Only

Underlined Days (June 1-June 4) are subject to
change to regular school days if it becomes
necessary to bring the total school days up to State
minimum.

Quarter	Days	Dates			
1	42	Aug	12	--	Oct 9
2	43	Oct	13	--	Dec 18
3	46	Jan	4	--	Mar 12
4	49	Mar	15	--	May 27

180 Student Days
185 Teacher Days

Progress Reports Due Fridays
10:00 a.m. at the site on:
September 18, 2020
November 13, 2020
February 5, 2021
April 23, 2021

Grades Due Fridays
10:00 a.m. at the site on:
October 16, 2020
January 8, 2021
March 19, 2021
May 28, 2021

Board Approved: May 7, 2019

**ANAHEIM UNION HIGH SCHOOL DISTRICT
2019/20 COUNSELOR SALARY SCHEDULE**

		BA + 45 or MA	BA + 60 & MA or Doctorate
STEPS	I	II	III
1	\$61,197	\$66,395	\$72,347
2	\$64,625	\$69,829	\$75,773
3	\$68,060	\$73,254	\$79,208
4	\$71,484	\$76,688	\$82,642
5	\$74,921	\$80,119	\$86,072
6	\$78,353	\$83,556	\$89,499
7	\$81,783	\$86,986	\$92,937
8	\$85,217	\$90,413	\$96,371
9	\$88,650	\$93,853	\$99,806
10	\$92,085	\$97,286	\$103,244
11	\$95,523	\$100,723	\$106,667
LONGEVITY (Years of Credentialed Service in AUHSD-See Article 14.3.5)			
16	\$100,317	\$105,517	\$111,461
21	\$105,111	\$110,311	\$116,255
26	\$109,905	\$115,105	\$121,049

Doctorate: \$2,339

Miscellaneous Rate of Pay: \$45.75 (Effective 5/26/20)

Initial Salary Placement: Initial placement for years of experience is based on the following:

1. A maximum of six (6) years of experience as a credentialed public school employee (excluding emergency permits and internship credentials), having worked a minimum of 75% of each work year.
2. A maximum of six (6) years of experience as a credentialed private school employee (excluding emergency permits and internship credentials), in a WASC accredited private school, having worked a minimum of 75% of each work year.

Years Experience	Placement
1	2
2	3
3	4
4	5
5	6
6 or more	7

Board of Trustees
Approved Pending
Effective: July 1, 2019

ANAHEIM UNION HIGH SCHOOL DISTRICT
2019-2020

EXTRA SERVICE PAY SCHEDULE

JUNIOR HIGH AND SENIOR HIGH SCHOOL
COUNSELORS

1. HIGH RISK COUNSELING: To be turned in on payroll sheets as duties are performed.

In the event a counselor agrees to perform high risk counseling duties, pursuant to Education Code 48431.6 or 48431.7, outside the regular workday, said counselor will receive the miscellaneous hourly rate of pay. The number of hours to be worked at the above rate will be determined in advance by the site administrator.

2. EL COORDINATOR STIPEND: \$1,653 per year - paid at the end of each semester.

Refer to Appendix E-MOU-English Learner Coordinator Stipend. This agreement will begin with the 2013-2014 school year and continue until a new agreement is reached.

3. ACTIVITIES: To be paid half at the end of each semester. Counselors assigned to extra service positions in Junior High and Senior High Schools shall be compensated as explained in 14.2 of this Agreement.

<u>Position</u>	<u>Percentage</u>
GATE Coordinator	4.11

4. LEADERSHIP POSITIONS: Counselors assigned to leadership positions in Junior High and Senior High Schools shall be compensated monthly as explained in 14.2 of this Agreement. Duties assigned are within the scope of the school day.

<u>Position</u>	<u>Percentage</u>
Junior High School Department Chairs	5.06
Senior High School Department Chairs	7.37

Unit members who egregiously fail to perform extra service pay assignment duties will not be paid extra service pay. Unit members who have abandoned the extra service pay assignment will be removed from the position.



Classified & Certificated Employee Quick Reference

INTERNET ACCESS INSTRUCTIONS

System Phone Number: (714) 999-3516

Help Desk Phone Number: (714) 999-3550

Write your Access ID here: 64-0000- _____ or 64-000 _____ (no leading zeros)

Write your PIN here: _____

Web Browser URL: <https://anaheimuhd.eschoolsolutions.com>

SIGN IN

Open your browser and access the SmartFindExpress Sign In page. Enter your Access ID and PIN.

PIN REMINDER

The "Trouble Signing In" link supports users who want to log into the system, but have forgotten their PIN. When this link is selected, the system displays the PIN Reminder Request page. The user's Access ID and the security code being displayed must be entered on this page. **Note:** *You must be registered with the system and have a valid email address in your profile to use this option.*

PROFILE

Information

- Review profile status and address information.

Update Email

- Enter or change email address. An email address is necessary to utilize the PIN reminder function.

Change Password

- Enter your current PIN followed by a new PIN twice and click Save.

SELECT ROLE

- For multi-role employees, click on the desired icon to access another profile. No need to log out of the system and back in again!

TO CREATE AN ABSENCE

Choose the *Create an Absence* link

Important Note: *Items in Bold are required to complete an Absence.*

- **Select the Location**
- **Select the Classification**
 - Choose from the drop-down menu
- **Select the Reason for this absence from the drop-down menu.**
NOTE: *If you select a reason that requires administrator approval, the system displays a notification that the selected reason requires approval. You can continue with the job create with this reason or choose another reason. You can also provide an Approval Comment. SFE will proceed with arranging a substitute while awaiting administrator approval.*
- **Indicate if a substitute is required for this absence**
 - Choose Yes or No
- **Select Start and End Dates for your absence**
 - Enter the dates with forward slashes (MM/DD/YYYY) or use the calendar icon
- **Select Start and End Times for your absence. Default times are listed**
 - To change defaults, enter time in HH:MM am or pm format
 - Ensure that the correct time is entered. If the times for the substitute are different than the absence times, please enter the adjusted times
- Multiple Day (Recurring) Absence.
 - Your default work schedule is shown. Remove the checkmark(s) from the Work Days boxes that do not apply to this absence
 - Modify daily schedule and/or times for absence and substitute
- **FOR CERTIFICATED EMPLOYEES ONLY:** Request a particular substitute
 - Enter the substitute's access ID number or use the Search feature to find the substitute by name
 - Indicate if the requested substitute has accepted this job
 - Yes = substitute is prearranged and will not be called and offered the job
 - No = call will be placed and the substitute will be offered the job
 - Enter special instructions for the substitute to view
 - Add File Attachment(s) to the job record, if desired. Up to 3 files can be added. The attachments can be lesson plans, slides, images or other file types. Files cannot exceed the maximum per file size limit.
- **Select the Continue button**

COMPLETE! You **MUST** receive a **Job Number** for your absence to be recorded in the system and to receive a substitute.

TO REVIEW/ CANCEL ABSENCE OR MODIFY SPECIAL INSTRUCTIONS



ANAHEIM UNION HIGH SCHOOL DISTRICT
SMARTFIND EXPRESS SUBSTITUTE SYSTEM



Classified & Certificated Employee Quick Reference

INTERNET ACCESS INSTRUCTIONS

Choose the *Review Absences* link to review past, present and future absences or to cancel an absence.

Follow these steps

- Select the format for absence display: List or Calendar view.
- Search for Jobs: Enter specific date range (MM/DD/YYYY) or Calendar icon, or enter job number or leave blank to return all your absences
- Select the *Search* Button
- Select the *Job Number* link to view job details on future jobs

From the Job Details screen

- Special instructions can be updated on future jobs. Modify the special instructions and select the *Save* button
- To cancel your job, select the *Cancel Job* button
- If a substitute is assigned to your absence and you want the system to notify them of the job cancellation (by calling them), place a checkmark in the box prior to the question "Notify the Substitute of Cancellation?"
- Select *Return to List* button to return to the job listing

SIGN OUT AND WEB BROWSER INFORMATION

At any time during the session, the *Sign Out* link can be selected to end the session and disconnect from SmartFindExpress. Selecting the browser's back button or going to another site on the Internet does not disconnect the session from SmartFindExpress.

To ensure security and privacy of information, use the *Sign Out* link to disconnect from SmartFindExpress, and close the web browser when you finish with your session.

You can click the Help link to access Help Guides and How-to videos.

Important Note: Do NOT use the browser's BACK button to navigate to screens.

Navigation buttons are on the bottom of SmartFindExpress screens, such as the *Return to List* and *Continue* buttons.



Classified & Certificated Employee Quick Reference TELEPHONE ACCESS INSTRUCTIONS

System Phone Number: (714) 999-3516
Help Desk Phone Number: (714) 999-3550
Write your Access ID here: 64-0000- ____ or 64-000 ____ (no leading zeros)
Write your PIN here: _____
Web Browser URL: <https://anaheimusd.eschoolsolutions.com>

THE SYSTEM CALLS SUBSTITUTES DURING THESE TIMES:

	Today's Jobs	Future Jobs
Weekdays	Starts at 5:00 am	6:00 - 10:00 pm
Saturday	None	None
Sunday	None	6:00 - 10:00 pm
Holidays	None	6:00 - 10:00 pm

REASONS FOR ABSENCE (listed in order of voice prompt):

- | | | | |
|--------------------------|-----------------------|--------------------------|-----------------------|
| 1. PERSONAL ILLNESS | 15. VACANCY | 20. ADMINISTRATIVE LEAVE | 3. NON-DUTY DAY |
| 10. PERSONAL WITHOUT PAY | 16. FAMILY LEAVE | 21. LTS-VACANCY | 4. PERSONAL NECESSITY |
| 11. SUBPOENA | 17. GROWTH | 22. LTS-PERSONAL LEAVE | 7. WORKER'S COMP |
| 12. MILITARY LEAVE | 18. TRAGEDY LEAVE | 23. LTS-MILITARY LEAVE | 8. BEREAVEMENT |
| 13. SABBATICAL | 19. CHILD/PRNT/SPOUSE | 24. UNION BUSINES | 9. JURY DUTY |
| 14. *VACATION | 2. EXCUSED | 25. FURLOUGH DAY | |

Before any features are available, you must register with the system and create a PIN. The Access ID and PIN are used for all interactions with the system.

REGISTRATION

1. Enter your **Access ID** followed by the star (*) key.
2. Enter your **Access ID** again when it asks for your PIN followed by the star (*) key.
3. Record your name followed by the star (*) key.
4. Hear your work schedule. If this information is incorrect, complete the registration and then contact your Help Desk to correct.
5. You will be asked to select a new PIN. Enter a PIN at least six (6) digits in length followed by the star (*) key.

TELEPHONE ACCESS INSTRUCTIONS

1. Enter your **Access ID** followed by the star (*) key
2. Enter your **PIN** followed by the star (*) key

MENU OPTIONS

- 1 – Create an Absence
- 2 – Review, Cancel Absence or Modify Special Instructions
- 3 – Review Work Locations and Job Descriptions
- 4 – Change PIN, Re-record Name
- 9 – Exit and hang-up

TO CREATE AN ABSENCE

1. Enter dates for the absence
PRESS 1 if the Absence is only for today
PRESS 2 if the Absence is only for tomorrow
PRESS 3 to Enter the dates and times for the absence
2. If you pressed 3 to Enter Dates and time
Enter Start Date
PRESS 1 to Accept the date offered
PRESS 2 to Enter start date (MMDD)



ANAHEIM UNION HIGH SCHOOL DISTRICT
SMARTFIND EXPRESS SUBSTITUTE SYSTEM



Classified & Certificated Employee Quick Reference

TELEPHONE ACCESS INSTRUCTIONS

3. Enter the reason from above followed by the star (*) key or wait for a list of reasons

FOR CERTIFICATED EMPLOYEES:	FOR CLASSIFIED EMPLOYEES:
4. Record Special Instructions PRESS 1 to Record special instructions. Press the star (*) key when done PRESS 2 to Bypass this step	4. Complete Absence PRESS 1 to Receive the job number Record the Job Number. The Job Number is your confirmation.
5. Is a Substitute Required? PRESS 1 if a substitute is required PRESS 2 if a substitute is not required	
6. If you pressed 1 , a substitute is required	
7. If you pressed 1 , a substitute is required PRESS 1 to Request a particular substitute Enter the substitute access ID, followed by the star (*) key PRESS 1 to Accept requested substitute PRESS 1 if the Substitute should be called PRESS 2 if the Substitute has already agreed to work and does not need to be called PRESS 2 to Bypass requesting a substitute	
8. Complete Absence PRESS 1 to Receive the job number Record the Job Number. The Job Number is your confirmation.	

TO REVIEW/CANCEL ABSENCE OR MODIFY SPECIAL INSTRUCTIONS

Hear the job information
PRESS 1 to Hear absence information again
PRESS 2 to Modify special instructions
PRESS 3 to Cancel the absence

If you **pressed 3** to Cancel the job
PRESS 1 to Confirm the cancellation request
If a substitute is assigned to the absence
PRESS 1 for the System to call the assigned substitute
PRESS 2 to Not have the system call the substitute
Once you confirm a request to cancel the job, you **MUST** wait for the system to say **"Job Number has been cancelled."**

TO CHANGE PIN or RE-RECORD NAME

PRESS 1 to Change your PIN
PRESS 2 to Change the recording of your name

MEMORANDUM OF UNDERSTANDING

Between the

Anaheim Union High School District (AUHSD)

and the

Anaheim Personnel and Guidance Association (APGA)

English Learner Coordinator Stipend

The Anaheim Personnel and Guidance Association (Association) and the Anaheim Union High School District (District) agree as follows:

An annual stipend will be paid to the English Learner (EL) Coordinator based on the number of EL students served at the site as determined by the CALPADS report in the fall of the current school year. The compensation will be determined using the following formula:

<u>Number of EL Students Served</u>	<u>Annual Stipend</u>
1-150	\$600 base stipend
Each additional student above 150	\$2.40 per student added to base stipend

The stipend will be paid in two equal semester payments.

The responsibilities and roles matrix for EL services will be provided to the EL Coordinators and all counselors by the Education Division each school year before or at the first EL Coordinator meeting.

If no counselor agrees to be the EL Coordinator, the principal will then meet with the site counseling team to discuss their shared roles and responsibilities in regards to EL students. The principal will follow up by meeting with the lead counselor to discuss and select one of the counselors to be the EL Coordinator and who will receive the stipend for that school year.

The duties and responsibilities of EL Coordinators will be provided to all counselors by Education Services at the beginning of each school year.

While this MOU is in effect, this agreement replaces Appendix C (Extra Service Pay Schedule) Item 2 (EL Stipend). All other contract language in Appendix C still applies.

This agreement will be effective for the 2015-2016 school year and replaces the previously negotiated MOU. The agreement will continue until a new agreement is reached.

This agreement is dated: March 22, 2016

Brad Jackson
Assistant Superintendent
Human Resources

Lacie Mounger
Co-President
APGA

Kyle Hendricksen
Co-President
APGA

MEMORANDUM OF UNDERSTANDING

Between the

Anaheim Union High School District (AUHSD)

and the

Anaheim Personnel and Guidance Association (APGA)

Health and Welfare Program Change Effective January 1, 2019

The Anaheim Union High School District (AUHSD) and the Anaheim Personnel and Guidance Association (APGA) agree to the following changes in the health and welfare program that were recommended by the Insurance Committee on September 18, 2018. The following changes will be effective beginning January 1, 2019:

Medical Insurance

EPO

- Reduce Specialist Visit Copay to \$20

PPO

- Increase Participating Chiropractic Provider Services from 31 visits to 52 visits per calendar year
- Eliminate Out-of-Network Chiropractic Provider and Out-of-Network Physical Therapy coverage
- Revise current Maximum Out-of-Pocket Formula to fixed in-network/out-of-network dollar amounts based on employee's expenses
- Eliminate the 4th quarter deductible carryover

Prescription Coverage through Express Scripts, Inc.

- Implement the Exclusive Specialty Pharmacy for complex specialty medications
- Implement the high-touch patient care SafeGuard RX Programs for Hepatitis C, Inflammatory Conditions, Oncology, Multiple Sclerosis, and Rare Conditions
- Implement the SAVEONSP copay offset savings program while offsets are valid
- Implement custom diabetes plan design to subsidize all test strips at the tier 1 copay

The current maximum District contribution to the blended super composite rate is \$15,759. For calendar year 2019, the maximum District contribution to the blended super composite rate will be \$16,078.

This MOU has no effect on any other portion of the District's benefit plan.

This MOU is dated: September 19, 2018

Brad Jackson
Assistant Superintendent
Human Resources

Cory Kretz
Co-President
APGA

Steve Gonzales
Co-President
APGA

ANAHEIM UNION HIGH SCHOOL DISTRICT**Directions and Timeline Information
For
Counselor Evaluation**

The counseling departments at each school site are encouraged to meet yearly to review the annual agreement. This meeting can take place at the end of the previous school year, during the summer, or the beginning of the school year. The annual agreement should be completed at this meeting, and a copy is given to all counselors in the department at the given school site.

INITIAL CONFERENCE:

- Prior to the initial conference, the counselor will review the annual agreement.
- The counselor will submit the proposed Individual Counselor Performance Plan to the administrator prior to September 1st.
- The administrator and counselor will review all standards and annual agreements, make any necessary modifications, and sign in agreement prior to September 30th.
- A copy of the signed form is given to the counselor, and the original will be filed on campus.

The administrator may use the Classroom/Educational Setting Observation form when observing the counselor during the school year. It is recommended that a copy of the observation form will be given to the counselor within five (5) working days of the observation. A report of the observation must be completed prior to the end of the first quarter and prior to the end of the second quarter.

FINAL RATING:

- Administrator will use any observation forms/notes to complete the school counselor performance evaluation.
- Each standard will be rated by the administrator (Unsatisfactory, Developing, Proficient) based on the scale on the form.
- Refinements must be made if a counselor is rated an Unsatisfactory; comments are encouraged for ratings Developing and Proficient.
- The administrator will determine a final rating of all evaluation categories as: Unsatisfactory, Developing, Proficient.
- The administrator will review the completed form with the counselor two weeks prior to the end of the school year.
- The final rating form will be signed by the administrator and counselor at this meeting.
- The counselor's signature will indicate that they have received a copy of the evaluation form, and will identify if there will be a rebuttal or waiver of rebuttal.
- Rebuttal comments, if necessary, must be submitted by the counselor to the administrator, within five (5) working days.

Standard 1: The professional school counselor plans, organizes and delivers the school counseling program.

- 1.1 A comprehensive, assessment-based, results-driven school counseling program is designed to meet the needs of the school.
- 1.2 The school counseling program supports the academic, personal/social, and career development of all students.
- 1.3 The professional school counselor demonstrates positive interpersonal relationships with students.
- 1.4 The professional school counselor demonstrates positive interpersonal relationships with educational staff.
- 1.5 The professional school counselor demonstrates positive interpersonal relationships with parents and guardians.

Standard 2: The professional school counselor implements the core counseling curriculum through the use of effective instructional skills and careful planning of structured group sessions for all students.

- 2.1 The professional school counselor teaches core counseling curriculum effectively.
- 2.2 The professional school counselor develops materials and instructional strategies to meet the student needs and school goals.
- 2.3 The professional school counselor encourages staff involvement to ensure the effective implementation of the core counseling curriculum.

Standard 3: The professional school counselor implements the individual planning component by guiding individuals and groups of students and their parents or guardians through the development of educational and career plans.

- 3.1 The professional school counselor, in collaboration with parents or guardians, help students establish goals and develop and use planning skills.
- 3.2 The professional school counselor demonstrates accurate and appropriate interpretation of assessment data and the presentation of relevant, unbiased information.

Standard 4: The professional school counselor provides responsive services through the effective use of individual and small-group counseling, consultation and referral skills.

- 4.1 The professional school counselor counsels individual students and small groups of students with identified needs and concerns.
- 4.2 The professional school counselor consults effectively with parents or guardians, teachers, administrators and other relevant individuals.
- 4.3 The professional school counselor implements an effective, data-driven referral process with administrators, teachers and other school personnel.

Standard 5: The professional school counselor provides system support through effective school counseling program management and support for other educational programs.

- 5.1 The professional school counselor provides a comprehensive and balanced school counseling program in collaboration with school staff.
- 5.2 The professional school counselor provides support for other school programs.

Standard 6: The professional school counselor discusses the counseling department management system and the program action plans with the school administrator.

- 6.1 The professional school counselor discusses the qualities of the school counselor management system with the other members of the counseling staff and has agreement.
- 6.2 The professional school counselor creates core curriculum and intentional guidance action plans based on the needs of the school.
- 6.3 The professional school counselor discusses the program results anticipated when implementing the action plans for the school year.

Standard 7: The professional school counselor is responsible for communicating the mission, program goals, and delivery of services of the school counseling program and solicits feedback to support program design.

- 7.1 The professional school counselor shares the school counseling program goals, service delivery, and results with the school site staff, administration, district level personnel and the governing board.
- 7.2 The professional school counselor communicates the use of data to identify, address, and monitor academic and behavioral needs of the students and share the results.
- 7.3 The professional school counselor creates and shares relevant school counseling program information and results with parents and the school community.

Standard 8: The professional school counselor collects and analyzes data to guide program direction and emphasis.

- 8.1 The professional school counselor uses school data to make decisions regarding student choice of classes and special programs.
- 8.2 The professional school counselor uses data from the counseling program to make decisions regarding program revisions.
- 8.3 The professional school counselor analyzes data to ensure every student has equity and access to a rigorous academic curriculum.
- 8.4 The professional school counselor understands and uses data to establish goals and activities to close the achievement gap.

Standard 9: The professional school counselor monitors student on a regular basis as they progress in school.

- 9.1 The professional school counselor is accountable for using monitoring every student's progress.
- 9.2 The professional school counselor implements monitoring systems appropriate to the individual school.
- 9.3 The professional school develops appropriate interventions for students as needed and monitor their progress.

Standard 10: The professional school counselor uses time and calendars to implement an efficient program.

- 10.1 The professional school counselor uses a master calendar and action plans to establish school counseling programs and activities throughout the year.
- 10.2 The professional school counselor distributes the master calendar to parents or guardians, staff and students.
- 10.3 The professional school counselor posts a weekly or monthly calendar.
- 10.4 The professional school counselor analyzes time spent providing direct service to students.

Standard 11: The professional school counselor develops a results-based evaluation for the program.

- 11.1 The professional school counselor measures results attained from core counseling curriculum and closing the gap activities.
- 11.2 The professional school counselor shares the results of the program evaluation with the school staff, administration, and district personnel.
- 11.3 The professional school counselor works with members of the counseling team and with the principal to clarify how programs are evaluated and how results are shared.

Standard 12: The professional school counselor conducts a yearly program audit.

- 12.1 The professional school counselor completes a program audit to determine the degrees to which the school counseling program is being implemented.
- 12.2 The professional school counselor shares the results of the program audit with the advisory council.

12.3 The professional school counselor uses the yearly audit to make changes in the school counseling program and calendar for the following year.

Standard 13: The professional school counselor is a student advocate, leader, collaborator and a system change agent.

- 13.1 The professional school counselor promotes the academic success of every student.
- 13.2 The professional school counselor promotes equity and access for every student.
- 13.3 The professional school counselor takes a leadership role within the counseling department, the school setting and the community.
- 13.4 The professional school counselor understands reform issues and works to close the achievement gap.
- 13.5 The professional school counselor collaborates with teachers, parents and the community to promote the academic success of students.
- 13.6 The professional school counselor builds effective teams by encouraging collaboration among all school staff.
- 13.7 The professional school counselor uses data to recommend systemic change in the policy and procedures that limit or inhibit academic achievement

Annual Agreement

School Counselor _____ Year _____

School Counseling Program Mission Statement

School Counseling Program Goals

The school counseling program will focus on the following achievement, attendance and/or behavior goals this year. Details of activities promoting these goals are found in the curriculum, small-group and closing-the-gap action plans.

Program Goal Statements	
1	
2	
3	

Use of Time

I plan to spend the following percentage of my time delivering the components of the school counseling program. All components are required for a comprehensive school counseling program.

Planned Use				Recommended
Direct Services to Students	____ percent	School counseling core curriculum	Provides developmental curriculum content in a systematic way to all students	80 percent or more
	____ percent	Individual student planning	Assists students in the development of educational, career and personal plans	
	____ percent	Responsive services	Addresses the immediate concerns of students	
Indirect Services for Students	____ percent	Referrals, consultation and collaboration	Interacts with others to provide support for student achievement	
Program Planning and School Support	____ percent	Foundation, management and accountability and school support	Includes planning and evaluating the school counseling program and school support activities	20 percent or less

Advisory Council

The school counseling advisory council will meet on the following dates.

Planning and Results Documents

The following documents have been developed for the school counseling

- program. Annual calendar
- Closing-the-gap action plans
- Curriculum action plan
- Results reports (from last year's
- action plans) Small-group action plan

Professional Development

I plan to participate in the following professional development based on school counseling program goals and my school counselor competencies self-assessment.

Caseload and School Counselor's Responsibilities

Indicate how students are assigned to the school counselor's caseload and the specific responsibilities assumed by the school counselor.

Caseload Defined by:	<input type="checkbox"/>	Alpha: last names beginning with _____ to _____
	<input type="checkbox"/>	Grade level: students in grades: _____
	<input type="checkbox"/>	All students in building
	<input type="checkbox"/>	Other: _____
School Counselor Responsibilities	Direct Student Services	
	<input type="checkbox"/>	School Counseling Core Curriculum
	<input type="checkbox"/>	Academic Advisement
	<input type="checkbox"/>	Individual Student Planning
	<input type="checkbox"/>	
	Responsive Services	
	<input type="checkbox"/>	Individual Counseling
	<input type="checkbox"/>	Small Groups
	<input type="checkbox"/>	Crisis Response
	<input type="checkbox"/>	
	direct Student Services	
	<input type="checkbox"/>	Referrals to Community Agencies
	<input type="checkbox"/>	
	Special Programs	
<input type="checkbox"/>		
<input type="checkbox"/>		
Other		
<input type="checkbox"/>		
<input type="checkbox"/>		

Professional Collaboration and Responsibilities

Choose all that apply.

Group	Weekly/Monthly	Coordinator
School Counseling Team Meetings		
Administration/School Counseling Meetings		
Student Support Team Meetings		
Department Chair Meetings		
School Improvement Team Meetings		
District School Counseling Meetings		
Other		

Budget Materials and Supplies Annual

budget: \$ _____

Materials and supplies needed:

School Counselor Availability/Office Organization

The school counseling office will be open for students/parents/teachers from _____ to _____.

My hours will be from _____ to _____ (if flexible scheduling is used).

The career center will be open from _____ to _____

Role and Responsibilities of Other Staff and Volunteers

School counseling department assistant _____

Attendance assistant clerk _____

Data manager/registrar _____

Career and college center assistant _____

Other staff _____

Volunteers _____

School Counselor Signature _____

Principal Signature _____

Date _____

Counselor Core Curriculum Template

School Counselor: _____ Date: _____

Activity: _____

Grade(s): _____

ASCA Mindsets & Behaviors (Domain/Standard):

Learning Objective(s) (aligns with competency):

1. _____
2. _____
3. _____

Materials: _____

Procedure/Strategies: _____

Plan for Evaluation: How will each of the following be collected?

Process Data: _____

Perception Data: _____

Outcome Data: _____

Follow-Up: _____

AUHSD School Counselor Performance Rubric

Counselor's Name: _____

Date: _____

Key: Range of performance at each level

Unsatisfactory

Developing

Proficient

Standard 1: The professional school counselor plans, organizes and delivers the comprehensive school counseling program.

ELEMENT	UNSATISFACTORY	DEVELOPING	PROFICIENT
1.1 A comprehensive, assessment-based, results-driven school counseling program is designed to meet the needs of the school.	Counselor lacks knowledge of the principles of developmental stages and program development.	Counselor demonstrates adequate knowledge of developmental stages and contributes to program development.	Counselor demonstrates thorough knowledge of developmental stages and principles and competently applies this knowledge in the development of K-12 comprehensive counseling programs.
1.2 The school counseling program supports the academic, personal/social, and career development of all students.	Counselor does not support academic, personal/social, and career development of all students.	Counselor supports academic, personal/social, and career development to some students.	Counselor supports academic, personal/social, and career development to all students.
1.3 The professional school counselor demonstrates interpersonal relationships with students.	Counselor interaction with at least some students is negative, demeaning, sarcastic, or inappropriate for the age or culture of the students. Students exhibit disrespect for the counselor.	Counselor-student interactions are generally appropriate but may reflect occasional inconsistencies, favoritism, or disregard for students' cultures . Students exhibit only minimal respect for the counselor.	Counselor-student interactions are friendly and demonstrate general worth, caring and respect. Such interactions are appropriate to developmental and cultural norms. Students exhibit respect for the counselor.
1.4 The professional school counselor demonstrates positive interpersonal relationships with educational staff.	Counselor's relationships with colleagues are negative or self-serving.	Counselor maintains cordial relationships with colleagues to fulfill the duties that the school or district requires.	Support and cooperation characterize relationships with colleagues. Counselor takes initiative in assuming leadership among the faculty.
1.5 The professional school counselor demonstrates positive interpersonal relationships with parents/guardians.	Counselor fails to establish working relationships with parents or guardians.	Counselor attempts to establish working relationships with parents or guardians.	Counselor is highly skilled in establishing rapport with parents and guardians, developing partnerships in working for student interests.

Standard 2: The professional school counselor implements the counseling core curriculum through the use of effective instructional skills and careful planning of structured group sessions for all students.

ELEMENT	UNSATISFACTORY	DEVELOPING	PROFICIENT
2.1 The professional school counselor teaches the counseling curriculum units effectively.	Counselor fails to utilize appropriate instructional skills and strategies.	Counselor has some ability to employ instructional strategies.	Counselor develops and implements instructional strategies that engage all students.
2.2 The professional school counselor develops materials and instructional strategies to meet student needs and school goals.	Counselor lacks knowledge or experience with group guidance.	Counselor displays adequate knowledge of group guidance practices and can assist in implementing programs.	Counselor displays extensive knowledge of group guidance practices and can function as a resource for group guidance programs.
2.3 The professional school counselor encourages staff involvement to ensure the effective implementation of the counseling curriculum.	School counselor demonstrates minimal willingness or ability to encourage staff implementation of counseling curriculum.	School counselor often encourages staff and aids in the implementation of counseling curriculum, consistently.	School counselor consistently encourages staff and aids in the implementation of counseling curriculum.

Standard 3: The professional school counselor implements the individual planning component by guiding individuals and groups of students and their parents through the development of educational and career plans.

ELEMENT	UNSATISFACTORY	DEVELOPING	PROFICIENT
3.1 The professional school counselor, in collaboration with parents, helps students establish goals and develop and use planning skills.	Counselor lacks ability to guide students in assessing their own strengths and weaknesses.	Counselor generally displays ability to guide students in appropriate assessment activities.	Counselor is proactive in seeking opportunities for students to reflect on and assess their strengths and weaknesses. Counselor contributes to development of appropriate programs within the department.
3.2 The professional school counselor demonstrates accurate and appropriate interpretation of assessment data and the presentation of relevant, unbiased information.	Counselor uses test information inappropriately.	Counselor can use test scores appropriately.	Counselor has a highly developed sense of appropriate use and application of a wide range of test scores.

Standard 4: The professional school counselor provides responsive services through the effective use of individual and small-group counseling, consultation and referral skills.

Standard 4: The professional school counselor provides responsive services through the effective use of individual and small-group counseling, consultation and referral skills.

ELEMENT	UNSATISFACTORY	DEVELOPING	PROFICIENT
4.1 The professional school counselor counsels' individual students and groups of students with identified needs/concerns.	Counselor interaction with at least some students is negative, demeaning, sarcastic, or inappropriate for the age or culture of the students. Students exhibit disrespect for the counselor.	Counselor-teacher interactions are generally appropriate but may reflect occasional inconsistencies, favoritism, or disregard for students' cultures. Students exhibit only minimal respect for the counselor.	Counselor-student interactions are friendly and demonstrate general warmth, caring and respect. Such interactions are appropriate to developmental and cultural norms. Students exhibit respect for the counselor.
4.2 The professional school counselor consults effectively with parents, teachers, administrators, and other relevant individuals.	Counselor makes little effort to facilitate communication with parents/guardians.	Counselor establishes rapport and cooperative relationships in most situations.	Counselor is highly skilled in establishing rapport with parents and guardians, developing partnership in working for student interests.
4.3 The professional school counselor implements an effective referral process with administrators, teachers and other school personnel.	Counselor lacks awareness of the need to communicate with administrators relative to situations of concern.	Counselor has some awareness of situations that indicate a need to communicate with appropriate personnel.	Counselor is proactive in communicating with administrators regarding current and potential issues for concern.

Standard 5: The professional school counselor provides systems support through effective counseling program management and support for other educational programs.

ELEMENT	UNSATISFACTORY	DEVELOPING	PROFICIENT
5.1 The professional school counselor provides a comprehensive and balanced guidance program in collaboration with school staff.	Counselor lacks knowledge of the principles of developmental guidance and program development.	Counselor demonstrates some knowledge of the principles of developmental guidance and can participate in program development.	Counselor demonstrates thorough knowledge of developmental guidance principles and readily applies this knowledge in active development of programs.
5.2 The professional school counselor provides support for other school programs.	Counselor avoids becoming involved in school and district projects.	Counselor participates in school and district projects when specifically asked.	Counselor volunteers to participate in school and district projects, making a substantial contribution, and assumes a leadership role in a major school or district project.

Standard 6: The professional school counselor has discussed the counseling department management system and the program action plans with the school administrator.

ELEMENT	UNSATISFACTORY	DEVELOPING	PROFICIENT
6.1 The professional school counselor has discussed the qualities of the counselor management system with the other members of the counseling staff and has agreement.	Counselor lacks awareness of the need to communicate with administrators relative to situations of concern.	Counselor has some awareness of situations that indicate a need to communicate with appropriate personnel.	Counselor is proactive in communicating with administrators regarding current and potential issues for concern.
6.2 The professional school counselor created core curriculum and intentional guidance action plans based on the needs of the school.	Counselor does not create curriculum based on student needs.	Counselor sometimes uses data based on site needs when creating core curriculum.	Counselor provides data to support decision making when creating core curriculum and intentional guidance action plans.
6.3 The professional school counselor has discussed the program results that will be obtained on the action plans for the school year.	The school counselor does not discuss the results with administrators.	The counselor has limited understanding and discussion with administrators.	The counselor discusses the program results and how to implement program changes to meet student needs with the administrator.

Standard 7: The professional school counselor is responsible for communicating the mission, program goals, and delivery of services of the school counseling program and solicits feedback to support program design.

ELEMENT	UNSATISFACTORY	DEVELOPING	PROFICIENT
7.1 The professional school counselor shares the school counseling program and goals, service delivery, and results with the school site staff, administration, district level personnel and the school board.	Counselor has limited ability to counsel students in understanding their educational and career options.	Counselor is usually able to counsel students in understanding educational and career options and has a developing awareness of the full range of options.	Counselor is highly competent in counseling students in understanding educational and career options and serves as a resource and leader within the department.
7.2 The professional school counselor communicates the use of data to identify, address, and monitor academic and behavioral needs of the students and share the results.	Counselor's decisions are not data driven.	The counselor collects program data	Counselor collects and uses the data to meet student needs and implement program action plans.

7.3 The professional school counselor created and shares relevant school counseling program information and results with parents and the school community.	Counselor does not share results.	Counselor understands the need to share results and shares results.	Counselor shares results with parents and the school community.
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Standard 8: The professional school counselor collects and analyzes data to guide program direction and emphasis.

ELEMENT	UNSATISFACTORY	DEVELOPING	PROFICIENT
8.1 The professional school counselor uses data to make decisions regarding student choice of classes and special programs.	Counselor's decisions are not data drive.	The counselor collects student data.	The counselor collects and uses the data to meet student needs and implement program action plans.
8.2 The professional school counselor uses data from the counseling program to make decisions regarding program revisions.	Counselor's decisions are not data driven.	The counselor collects program data.	The counselor collects and uses the data to meet student needs and implement program action plans.
8.3 The professional school counselor analyzes data to ensure every student has equity and access to a rigorous academic curriculum.	Counselor does not use data.	The counselor collects student data.	The counselor collects and uses the data to meet student needs and implement program action plans.
8.4 The professional school counselor understands and uses data to establish goals and activities to close the achievement gap.	Counselor does not use data.	The counselor collects program data.	The counselor collects and uses the data to meet student needs and implement program action plans.

Standard 9: The professional school counselor monitors students on a regular basis as they progress in school.

ELEMENT	UNSATISFACTORY	DEVELOPING	PROFICIENT
9.1 The professional school counselor is accountable for monitoring the progress of every student.	Counselor has no clear focus, orientation or philosophy regarding his/her role or mission.	Counselor demonstrates an operational philosophy. There is a philosophical basis for role and practice.	Counselor applies and articulates a professional philosophy in practice and consultation. This philosophy is responsive to change.

9.2 The professional school counselor implements monitoring activities appropriate to his/her own school.	Counselor lacks ability to guide students in assessing their own strengths and weaknesses.	Counselor generally displays ability to guide students in appropriate assessment activities.	Counselor is proactive in seeking opportunities for students to reflect on and assess their strengths and weaknesses. Counselor contributes to development of appropriate programs within the department.
9.3 The professional school counselor develops appropriate interventions for students as needed and monitors their progress.	Counselor fails to develop interventions or monitor students' progress.	Counselor demonstrates some ability to implement and monitor student progress.	Counselor matches appropriate interventions and strategies and monitors student progress.

Standard 10: The professional school counselor uses time and calendar to implement an efficiently program.

ELEMENT	UNSATISFACTORY	DEVELOPING	PROFICIENT
10.1 The professional school counselor uses a master calendar to plan activities through the year.	Counselor is unable to determine appropriate priorities or unwilling to respond to institutional needs. Counselor lacks flexibility.	Counselor can usually determine priorities. Counselor displays some ability to assess priorities in response to crisis situations.	Counselor routinely sets priorities appropriately. Counselor maintains flexibility in balancing routine tasks with crisis situations.
10.2 The professional school counselor distributes the master calendar to parents or guardians, staff and students.	Counselor does not share master calendar.	Counselor shares master calendar with some stakeholders.	Counselor routinely shares master calendar to parents/guardian, staff and students.
10.3 The professional school counselor posts a weekly or monthly calendar.	Counselor does not post calendar.	Counselor sometimes posts weekly or monthly calendar.	Counselor consistently posts weekly or monthly calendar.
10.4 The professional school counselor analyzes his/her time spent providing direct service to students.	Counselor does not input time into the management system.	Counselor inputs data into the management system but does not analyze information to adjust accordingly.	Counselor routinely enters data and the time spent in each of the four areas of the management system and adapts and changes programming.

Standard 11: The professional school counselor has developed a results evaluation for the program.

ELEMENT	UNSATISFACTORY	DEVELOPING	PROFICIENT
11.1 The professional school counselor measures results attained from core counseling curriculum and closing the gap activities.	No results are gathered.	Counselor included all students in results but did not analyze the information.	All students are included and the data is interpreted and used for program improvement.
11.2 The professional school counselor shares the results of the program evaluation with the school staff, administration, and district personnel.	Counselor does not recognize and/or understand the need for program evaluation.	Counselor understands the need and implements program changes but does not analyze the results if the changes. Counselor works with other staff to collect the results.	Through a collaborative effort, the counselor understands, implements, analyzes and re-evaluates the program on a yearly basis.
11.3 The professional school counselor works with members of the counseling team and with the principal to clarify how programs are evaluated and how results are shared.	Counselor lacks ability to work with counseling team and principal. No results were shared.	Counselor generally displays ability to work with counseling team and principal. Some results were shared.	The counselor collaborates with counseling team and principal and utilizes the results to make changes.

Standard 12: The professional school counselor conducts a yearly program audit.

ELEMENT	UNSATISFACTORY	DEVELOPING	PROFICIENT
12.1 The professional school counselor develops an audit tool.	No audit was developed.	The counselor understands the need to develop an audit tool but is unsure how to develop the tool.	The counselor collaborates with counselor, administrator, parent, psychologists, and students to develop audit programs and analyzes the results of the audit.
12.2 The professional school counselor performs a yearly program audit that includes the results of all the program components.	No audit was performed.	The professional school counselor provides a yearly program audit that includes the results of all the program components.	The professional school counselor uses the yearly audit to make changes in the school counseling program for the following year.
12.3 The professional school counselor uses the yearly audit to make changes in the school counseling program for the following year.	No audit was performed.	The counselor understands the audit information but does not utilize it.	The counselor understands and utilizes the audit information to make changes to the counseling program and shares the information with the advisory board to initiate changes.

Standard 13: The professional school counselor is a student advocate, leader, collaborator and a systems change agent.

ELEMENT	UNSATISFACTORY	DEVELOPING	PROFICIENT
13.1 The professional school counselor promotes academic success of every student.	Counselor lacks ability to guide students in assessing their own strengths and weaknesses.	Counselor generally displays ability to guide students in appropriate assessment activities.	Counselor is proactive in seeking opportunities for students to reflect on and assess their strengths and weaknesses. Counselor contributes to development of appropriate programs within the department.
13.2 The professional school counselor promotes equity and access for every student.	Counselor contributes to school practices that result in some students being ill served by the school.	Counselor does not knowingly contribute to some students being ill served by the school.	Counselor makes a particular effort to challenge negative attitudes and helps ensure that all students, particularly those traditionally underserved, are honored in the school.
13.3 The professional school counselor takes a leadership role within the counseling department, the school setting and the community.	Counselor avoids becoming involved in school and district events and projects.	Counselor participates in school, district and community events and projects when specifically asked.	Counselor volunteers to participate in school, district and community events and projects, making a substantial contribution.
13.4 The professional school counselor understands reform issues and works to close the achievement gap.	Counselor is resistant to the need for change in meeting expectations of the district and community. Counselor contributes to school practices that result in some students being ill served by the school.	Counselor is flexible and open to change as the need is presents. Counselor does not knowingly contribute to some students being ill served by the school.	Counselor is a leader in advocating for change in response to the needs of the school and community. Counselor makes a particular effort to challenge negative attitudes and helps ensure that all students, particularly those traditionally underserved, are honored in the school.
13.5 The professional school counselor collaborates with teachers, parents and the community to promote academic success of students.	Counselor makes little effort to facilitate communication with parents/guardians, colleagues and community partnerships.	Counselor usually communicates appropriately with parents/guardians, colleagues and community partnerships to fulfill the duties that the school or district requires.	Counselor establishes rapport and supports cooperative relationships with parents, colleagues and community partnerships in working for student interests.
13.6 The professional school counselor builds effective teams by encouraging collaboration among all school staff.	Counselor's relationships with colleagues are negative or self-serving.	Counselor maintains cordial relationships with colleagues to fulfill the duties that the school or district requires.	Support and cooperation characterize relationships with colleagues.
13.7 The professional school counselor uses data to recommend systemic change in policies and procedures that limit or inhibit academic achievement.	Counselor is resistant to the need for change in meeting expectations of the district and community.	Counselor is flexible and open to change as the need is presented.	Counselor is a leader in advocating for change in response to the needs of the school and community.

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Anaheim Union High School District

School Counselor Performance Evaluation

Based on the American School Counselor Association National Model™

School Counselor Name: _____ Date: _____

Evaluator Name: _____ Position: _____

Directions:

- For each of the performance standards, rate the counselor using the following scale by placing an "X" in the appropriate box.

Unsatisfactory	Developing	Proficient
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- Also, include any relevant comments for each of the thirteen standards and for the school counselor's overall performance.

Description	U	D	P
Standard 1: The professional school counselor plans, organizes and delivers the school counseling program.			
1.1 A comprehensive, assessment-based, results-driven school counseling program is designed to meet the needs of the school.			
1.2 The school counseling program supports the academic, personal/social, and career development of all students.			
1.3 The professional school counselor demonstrates positive interpersonal relationships with students.			
1.4 The professional school counselor demonstrates positive interpersonal relationships with educational staff.			
1.5 The professional school counselor demonstrates positive interpersonal relationships with parents and guardians.			
Overall Rating for Standard 1			
Reinforcement/Refinement:			
Standard 2: The professional school counselor implements the core counseling curriculum through the use of effective instructional skills and careful planning of structured group sessions for all students.			
2.1 The professional school counselor teaches core counseling curriculum effectively.			
2.2 The professional school counselor develops materials and instructional strategies to meet the student needs and school goals.			
2.3 The professional school counselor encourages staff involvement to ensure the effective implementation of the core counseling curriculum.			
Overall Rating for Standard 2			
Reinforcement/Refinement:			
Standard 3: The professional school counselor implements the individual planning component by guiding individuals and groups of students and their parents or guardians through the development of educational and career plans.			
3.1 The professional school counselor, in collaboration with parents or guardians, help students establish goals and develop and use planning skills.			
3.2 The professional school counselor demonstrates accurate and appropriate interpretation of assessment data and the presentation of relevant, unbiased information.			

Overall rating for Standard 3				
Reinforcement/Refinement:				
Standard 4: The professional school counselor provides responsive services through the effective use of individual and small-group counseling, consultation and referral skills.				
4.1 The professional school counselor counsels individual students and small groups of students with identified needs and concerns.				
4.2 The professional school counselor consults effectively with parents or guardians, teachers, administrators and other relevant individuals.				
4.3 The professional school counselor implements an effective, data-driven referral process with administrators, teachers and other school personnel.				
Overall Rating for Standard 4				
Reinforcement/Refinement:				
Standard 5: The professional school counselor provides system support through effective school counseling program management and support for other educational programs.				
5.1 The professional school counselor provides a comprehensive and balanced school counseling program in collaboration with school staff.				
5.2 The professional school counselor provides support for other school programs.				
Overall Rating for Standard 5				
Reinforcement/Refinement:				
Standard 6: The professional school counselor discusses the counseling department management system and the program action plans with the school administrator.				
6.1 The professional school counselor discusses the qualities of the school counselor management system with the other members of the counseling staff and has agreement.				
6.2 The professional school counselor creates core curriculum and intentional guidance action plans based on the needs of the school.				
6.3 The professional school counselor discusses the program results anticipated when implementing the action plans for the school year.				
Overall Rating for Standard 5				
Reinforcement/Refinement:				
Standard 7: The professional school counselor is responsible for communicating the mission, program goals, and delivery of services of the school counseling program and solicits feedback to support program design.				
7.1 The professional school counselor shares the school counseling program goals, service delivery, and results with the school site staff, administration, district level personnel and the governing board.				
7.2 The professional school counselor communicates the use of data to identify, address, and monitor academic and behavioral needs of the students and share the results.				

7.3 The professional school counselor creates and shares relevant school counseling program information and results with parents and the school community.			
Overall Rating for Standard 7			
Reinforcement/Refinement:			
Standard 8: The professional school counselor collects and analyzes data to guide program direction and emphasis.			
8.1 The professional school counselor uses school data to make decisions regarding student choice of classes and special programs.			
8.2 The professional school counselor uses data from the counseling program to make decisions regarding program revisions.			
8.3 The professional school counselor analyzes data to ensure every student has equity and access to a rigorous academic curriculum.			
8.4 The professional school counselor understands and uses data to establish goals and activities to close the achievement gap.			
Overall Rating for Standard 8			
Reinforcement/Refinement:			
Standard 9: The professional school counselor monitors student on a regular basis as they progress in school.			
9.1 The professional school counselor is accountable for using monitoring every student’s progress.			
9.2 The professional school counselor implements monitoring systems appropriate to the individual school.			
9.3 The professional school develops appropriate interventions for students as needed and monitor their progress.			
Overall Rating for Standard 9			
Reinforcement/Refinement:			
Standard 10: The professional school counselor uses time and calendars to implement an efficient program.			
10.1 The professional school counselor uses a master calendar and action plans to establish school counseling programs and activities throughout the year.			
10.2 The professional school counselor distributes the master calendar to parents or guardians, staff and students.			
10.3 The professional school counselor posts a weekly or monthly calendar.			
10.4 The professional school counselor analyzes time spent providing direct service to students.			
Overall Rating for Standard 10			
Reinforcement/Refinement:			
Standard 11: The professional school counselor develops a results-based evaluation for the program.			
11.1 The professional school counselor measures results attained from core counseling curriculum and closing the gap activities.			
11.2 The professional school counselor shares the results of the program evaluation with the school staff, administration, and district personnel.			

11.3 The professional school counselor works with members of the counseling team and with the principal to clarify how programs are evaluated and how results are shared.			
Overall Rating for Standard 11			
Reinforcement/Refinement:			
Standard 12: The professional school counselor conducts a yearly program audit.			
12.1 The professional school counselor completes a program audit to determine the degrees to which the school counseling program is being implemented.			
12.2 The professional school counselor shares the results of the program audit with the advisory council.			
12.3 The professional school counselor uses the yearly audit to make changes in the school counseling program and calendar for the following year.			
Overall Rating for Standard 12			
Reinforcement/Refinement:			
Standard 13: The professional school counselor is a student advocate, leader, collaborator and a system change agent.			
13.1 The professional school counselor promotes the academic success of every student.			
13.2 The professional school counselor promotes equity and access for every student.			
13.3 The professional school counselor takes a leadership role within the counseling department, the school setting and the community.			
13.4 The professional school counselor understands reform issues and works to close the achievement gap.			
13.5 The professional school counselor collaborates with teachers, parents and the community to promote the academic success of students.			
13.6 The professional school counselor builds effective teams by encouraging collaboration among all school staff.			
13.7 The professional school counselor uses data to recommend systemic change in the policy and procedures that limit or inhibit academic achievement.			
Overall Rating for Standard 13			
Reinforcement/Refinement:			

OVERALL PERFORMANCE RATING: UNSATISFACTORY ____ DEVELOPING ____ PROFICIENT ____

Reinforcement:

Refinement:

Evaluatee's signature indicates that the evaluation has been read and discussed. It does not necessarily indicate agreement with evaluation. In the event of any disagreement, the employee has the right to present his/her point of view by submitting a response within ten (10) days to the evaluator.

School Counselor	Date	Evaluator	Date
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Distribution: ___ Administrator ___ School Counselor ___ Personnel File

Counselor Performance Improvement Plan

Counselors Name: _____

Supervisor: _____ School: _____ Date: _____

*Developed in cooperation with administrator, counselor, and association representative

1. Area (s) of Deficiency:
Performance Standard (s) _____
Concerns:

2. Supervisor's Expectations:

3. Assistance to be provided to counselor in meeting expectations:

4. Timeline:

Counselor Signature: _____

Date: _____

Administrator Signature: _____

Date: _____

Association Member Signature: _____

Date: _____

Original to Counselor

Copy to Supervisor

Copy to Human Resources

MEMORANDUM OF UNDERSTANDING
BETWEEN
ANAHEIM UNION HIGH SCHOOL DISTRICT (AUHSD)
AND
ANAHEIM PERSONNEL AND GUIDANCE ASSOCIATION (APGA)

COUNSELOR EVALUATION COMMITTEE

The Anaheim Personnel and Guidance Association (Association) and the Anaheim Union High School District (District) agree to form a committee to review Article 12-Evaluation Procedures and Appendix G regarding counselor evaluations. The joint committee will be comprised of counselors, and site and District administrators. The committee will make recommendations to the District and Association by April 15, 2016.

This agreement is dated: March 22, 2016

Brad Jackson
Assistant Superintendent
Human Resources

Lacie Mounger
Co-President
APGA

Kyle Hendricksen
Co-President
APGA

MEMORANDUM OF UNDERSTANDING
BETWEEN
ANAHEIM UNION HIGH SCHOOL DISTRICT (AUHSD)
AND
ANAHEIM PERSONNEL AND GUIDANCE ASSOCIATION (APGA)

PUPIL-TO-COUNSELOR RATIO

The Anaheim Personnel and Guidance Association (APGA) and the District agree to meet to discuss concerns about Pupil-to-Counselor ratios and look at options to continue reducing these ratios in the 2015-2016 and subsequent school years. These meetings will occur prior to May 1 of each school year.

This agreement will remain in effect for the 2014-2015, 2015-2016, and 2016-2017 school years and will continue until a new agreement is reached.

This agreement is dated: March 22, 2016

Brad Jackson
Assistant Superintendent
Human Resources

Lacie Mounger
Co-President
APGA

Kyle Hendricksen
Co-President
APGA

MEMORANDUM OF UNDERSTANDING
BETWEEN
ANAHEIM UNION HIGH SCHOOL DISTRICT (AUHSD)
AND
ANAHEIM PERSONNEL AND GUIDANCE ASSOCIATION (APGA)

COUNSELOR JOB DESCRIPTION COMMITTEE

The Anaheim Personnel and Guidance Association (Association) and the Anaheim Union High School District (District) agree to form a committee to review District policy 6301.35 Guidance Counselor and the job description for Outreach Counselor (Independent Learning Center counselor job description). The joint committee will be comprised of counselors, and site and District administrators. The committee will make recommendations to the District and Association by December 1, 2017.

This agreement is dated: June 15, 2017

Brad Jackson
Assistant Superintendent
Human Resources

Lacie Mounger
Co-President
APGA

Steve Gonzales
Co-President
APGA

MEMORANDUM OF UNDERSTANDING
BETWEEN
ANAHEIM UNION HIGH SCHOOL DISTRICT (AUHSD)
AND
ANAHEIM PERSONNEL AND GUIDANCE ASSOCIATION (APGA)
April 19, 2018

COUNSELOR STAFFING

The Anaheim Personnel and Guidance Association (Association) and the Anaheim Union High School District (District) agree to extend the reduction of 2 counselor positions through the end of the 2020/21 school year.

Brad Jackson
Assistant Superintendent
Human Resources

Brian Bannon
Chief Negotiator
APGA

MEMORANDUM OF UNDERSTANDING
BETWEEN
ANAHEIM UNION HIGH SCHOOL DISTRICT (AUHSD)
AND
ANAHEIM PERSONNEL AND GUIDANCE ASSOCIATION (APGA)

COUNSELOR ON SPECIAL ASSIGNMENT

The Anaheim Personnel and Guidance Association (Association) and the Anaheim Union High School District (District) agree to the creation of a Counselor on Special Assignment (COSA) position subject to the following provisions:

Duration

The duration of this MOU is from February 20, 2018 through June 30, 2021.

Job Description

- Support each school's counseling team in the process of implementation and execution of the AUHSD Educational Pledge
- Serves as liaison between counselors and district management
- Assists in the coordination of professional development activities for counselors, and may be expected to provide direct training as needed
- Assists counselors and the school's site administrator in assessing their needs and supports implementing a comprehensive guidance program that addresses the academic, career, and personal/social development of all students
- Assists in the coordination of professional development activities with counselors and provides support in promoting the academic, career, and personal/social development of students
- Assists in the re-design of the counseling evaluation tool and support the director with the maintenance and monitoring of the evaluation tools effectiveness
- Supports the director in facilitating district all-counseling and lead counseling meetings
- Facilitates the counselor task force, designed to establish and improve best practices
- Work with local universities to recruit counseling interns
- Performs other counselor specific duties, as required

WORKING HOURS

10.1 Hours - General – Current contract language as stated per article 10.1 will apply.

10.2 Assigned Days of Work – current contract language as stated per article 10.2 with the addition of up to 13 additional work days.

Extra Service Pay

Appendix C (4)-The COSA will receive a stipend consistent with the Extra Pay Schedule for Senior High School Department Chairs.

Return Rights

The COSA will have return rights to their previous position and site, including any extra service pay positions referenced in Appendix C of the collective bargaining agreement, during the duration of the MOU under the following condition:

- If the proposed return occurs at the beginning of the school year, the COSA must notify the District in writing of the intent to return no later than 45 calendar days before the end of the previous school year.

If, during the duration of the MOU, a vacant counselor position exists in the District, the COSA may apply for a transfer to the position per Article 9.3: Voluntary Transfers of the collective bargaining agreement.

If the duration of the MOU is extended, the COSA will not maintain return rights to any previous site nor will they retain return rights to any previously held extra service pay positions referenced in Appendix C (4). However, they will maintain return rights to a counselor position in the District once a vacancy exists. Article 9: Transfer Procedures will apply to that transfer.

For any other situations involving the COSA returning to a counselor position, Article 9: Transfer Procedures will apply.

Backfilling the Vacant Counselor Position

The vacant counselor position created by the filling of the COSA position will be filled on a temporary basis without a posting.

This MOU is dated: April 19, 2018

Brad Jackson
Assistant Superintendent
Human Resources

Brian Bannon
Chief Negotiator
APGA

Certificated Personnel Duties

Position: School Counselor

Evaluated by: Principal or designee

Basic Functions: Leadership, advocacy, and collaboration are the skills school counselors will draw on to implement a preventive, proactive school counseling program using the American School Counselor Association (ASCA) National Model: A Framework for School Counseling Programs (2005). Counselors will promote student success through the implementation of this comprehensive school counseling program that addresses the academic, career, and personal/social needs of students. The duties and responsibilities include but not limited to the following:

Duties and Responsibilities:

I. Develop and Management of a comprehensive school counseling program based on the ASCA National Model: A Framework for School Counseling Programs (2005).

- 1.1 Discusses the comprehensive school counseling program with the school administrator.
 - ❖ Completes an annual agreement with the administrator.
- 1.2 Develops and maintains a written plan for effective delivery of the school counseling program based on the ASCA comprehensive school counseling standards and current individual school data.
- 1.3 Communicates the goals of the comprehensive school counseling program to education stakeholders, i.e.
 - ❖ Publicizes newsletters, calendars, memos, web pages, etc.
 - ❖ Presents information to school site leadership teams, staff and parent/guardian meetings.
- 1.4 Maintains current and appropriate resources for education stakeholders.
 - ❖ Maintains/supports career resources, college and scholarship information.
- 1.5 Uses the majority of time providing direct services through the Counseling Core Curriculum, Individual Student Planning and Preventive and Responsive Services and most remaining time in program management, System support and accountability, (National standards recommend 80% of time in Counseling Core curriculum, Individual Student Planning and Preventive and Responsive Services and 20% of time in program management, system support and accountability. (American School Counseling Association (2005). The ASCA National Model: A Framework for School Counseling Programs.
 - ❖ Maintains calendars of activities and services of the school counseling program.

**II. Delivery of a comprehensive school counseling program based on the *ASCA National Model: A Framework for School Counseling Programs (2005)*.
*Counseling Core Curriculum***

2.1 Provides leadership and collaborates with other educators in the school-wide integration of the Counseling Core Curriculum.

- ❖ Assist teachers with how to use the Counseling Core Curriculum lesson plans in their classrooms.
- ❖ Provides applicable materials and resources to teacher for doing guidance activities in their classrooms.

2.2 Implements developmentally appropriate and prevention-oriented group activities to meet student needs and school goals.

- ❖ Conducts classroom counseling core curriculum.
- ❖ Conducts small and large group activities based on the guidance curriculum.

Individual Student Planning

2.3 Assists all students, individually or in groups, with developing academic, career and personal/social skills, goals and plans.

2.4 Accurately and appropriately interprets and utilizes students data.

2.5 Collaborates with parents/guardians and educators to assist students with educational and career planning.

- ❖ Sends written communications to parents/guardians and teachers.
- ❖ Apprises teachers of adaptive materials and services that are available to students.

Preventive and Responsive Services

2.6 Provides individual and group counseling to students with identified concerns and needs.

2.7 Consults and collaborates effectively with parents/guardians, teachers, administrators and other educational/community resources regarding students with identified concerns and needs.

- ❖ Advocates for equity and access for all students.
- ❖ Provides staff with resources to accommodate individual differences and needs of students.

2.8 Implements and effective referral and follow-up process.

- ❖ Manages and communicates a clear means for counseling referrals and access to counseling services.

2.9 Accurately and appropriately uses assessment procedures for determining and structuring individual and group counseling services.

System Support

2.10 Provides appropriate information to staff related to the comprehensive school counseling program.

- ❖ Informs staff of services provided by the school counseling and how to access those services.

2.11 Assists teachers, parents/guardians and other stakeholders in interpreting and understanding student data.

2.12 Participates in professional development activities to improve knowledge and skills.

- ❖ Attend professional conferences, workshops, etc. relevant to school counseling.

2.13 Uses available technology resources to enhance the school counseling program.

2.14 Adheres to laws, policies, procedures, and ethical standards of the school counseling program.

- ❖ Monitors/supervises student activities as appropriate.

III. Accountability of a comprehensive school counseling program based on the *ASCA National Model: A Framework for School Counseling Programs (2005)*.

3.1 Conducts a yearly program audit to review extent of program implementation.

3.2 Collects and analyzes data to guide program direction and emphasis.

3.3 Measures results of the school counseling program activities and shares results as appropriate.

3.4 Monitors student academic performance, behavior and attendance and assists with appropriate interventions.

Lead Counselor

GENERAL RESPONSIBILITIES

Provide the leadership for the implementation of a comprehensive school based counseling program designed to support instruction and student achievement. Responsible for the coordination, supervision, and management of the school counseling program.

ESSENTIAL FUNCTIONS

(These are intended only as illustrations of the various types of work performed. The omission of specific duties does not exclude them from the position if the work is similar, related, or a logical assignment to the position.) In addition to the duties and responsibilities of school counselor including but not limited to the following:

- Provides leadership, guidance, training and support resources for counselors.
- Provides two-way communication from department to administration.
- Keeps well informed on state laws and professional ethics in counseling with youth and on current policies and procedures of all community mental health and social agencies.
- Model competence in counseling content, instruction and pedagogy.
- Develops, plans, implements, promotes, and evaluates a comprehensive developmental counseling and guidance program based on the National Standards for school counselors; consistently reviews and modifies the school counseling program to best fit the needs of the school and the students.
- Acts as a resource for teachers, such as conducting in-service programs for school staff.
- Follows District policies and procedures for District guidance services and coordinates relationships of such services to other departments.
- Coordinates the site and feeder school articulation process and program. Serves as liaison between district; elementary, middle or high schools; or parent information in matter of transition.
- Keep the site administration appraised of the progress of the department and any problems encountered.
- Establish and maintain an effective work climate within the school counseling department and school community.
- Work closely with administration and master schedule builder, as it relates to student scheduling.
- Work collaboratively with other department chairs.
- Actively engage and participate in district lead meetings and disseminate information to school counselors in department.
- Facilitate weekly department meetings and submit minutes to administration.
- Presents or prepares an annual report to the Board of Trustees on the sites comprehensive counseling program.
- Facilitate department planning meeting that includes annual agreement.

APGA/AUHSD 2019-20 Tentative Agreements 9-3-20

Article 14 Wages and Items Related To Wages

1. Effective August 5, 2019, the 2019-2020 Counselors' Salary schedule shall be increased by 0.5% and is hereby incorporated into the Agreement as Appendix B.
2. One-Time Payment: Employees shall receive a one-time, off-schedule payment equal to 0.5% of their earned salary as reflected on the 2019-2020 salary schedule. This one-time, off-schedule payment shall apply to all unit members employed by the District as of the date of ratification of the Tentative Agreement.
3. In the event another District employee unit receives an increase in salary greater than a 0.5% on schedule raise and a one-time, off-schedule payment of 0.5% for the 2019-2020 school year, the District or APGA may request, and the other party will agree, to re-open negotiations on salary for 2019-2020.



Brad Jackson
Assistant Superintendent, Human Resources



Brian Bannon
APGA President

ANAHEIM UNION HIGH SCHOOL DISTRICT
ADMINISTRATORS
2019/2020 SALARY SCHEDULE
Effective 7/1/19 - BOT Approved on 9/15/20 - Revised

EXHIBIT JJ

Salary Range	Position Title	SICK DAYS	WORK DAYS	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	
21	JR HIGH ASSISTANT PRINCIPAL	11.0	198	105,450.00	108,619.00	111,797.00	114,969.00	118,143.00	121,316.00	Annually
22	SR HIGH ASSISTANT PRINCIPAL INSTRUCTIONAL ANALYST PROGRAM ADMINISTRATOR I	11.0	204	115,804.00	118,978.00	122,150.00	125,321.00	128,495.00	131,669.00	Annually
24	JR HIGH PRINCIPAL	11.5	214 *	124,006.00	127,182.00	130,354.00	133,520.00	136,699.00	139,878.00	Annually
25	SR HIGH PRINCIPAL COORDINATOR	14.4	224 *	135,679.00	138,851.00	142,028.00	145,201.00	148,375.00	151,551.00	Annually
28	PROGRAM ADMINISTRATOR II	14.4	224 *	122,336.00	125,509.00	128,680.00	131,851.00	135,030.00	138,202.00	Annually
30	NURSE PRACTITIONER AUTISM SPECIALIST/GASELPA PROGRAM SPECIALIST PROGRAM SPECIALIST/GASELPA REGIONAL NURSE	11.0	200	99,902.00	103,074.00	106,250.00	109,427.00	112,599.00	115,772.00	Annually
31	PSYCHOLOGIST BEHAVIOR SPECIALIST	11.0	198	99,902.00	103,074.00	106,250.00	109,427.00	112,599.00	115,772.00	Annually
32	ASST DIRECTOR-PLANNING/DESIGN/CONST	14.4	224 **	105,837.00	108,976.00	112,118.00	115,259.00	118,398.00	121,545.00	Annually
33	CONSTRUCTION SERVICES ADMINISTRATOR	14.4	224**	116,147.00	119,296.00	122,451.00	125,603.00	128,754.00	131,908.00	Annually
35	DIRECTOR (CERTIFICATED)	14.4	224 *	136,766.00	139,935.00	143,117.00	146,291.00	149,466.00	152,634.00	Annually
36	DIRECTOR OF RISK MANAGEMENT & INSURANCE DIRECTOR OF TRANSPORTATION	14.4	224 **	115,845.00	119,019.00	122,191.00	125,362.00	128,537.00	131,709.00	Annually
36B		14.4	224	121,005.00	124,178.00	127,351.00	130,522.00	133,698.00	136,868.00	Annually
37	DIRECTOR OF FOOD SERVICE DIRECTOR OF MAINTENANCE & OPERATIONS DIRECTOR OF PURCHASING & CENTRAL SERVICES PUBLIC INFORMATION MANAGER	14.4	224 **	126,165.00	129,335.00	132,510.00	135,682.00	138,858.00	142,028.00	Annually
37B	CONTROLLER DIRECTOR OF BUSINESS OPERATIONS	14.4	224 **	131,466.00	134,636.00	137,767.00	140,986.00	144,162.00	147,331.00	Annually
38		14.4	224 **	136,766.00	139,935.00	143,117.00	146,291.00	149,466.00	152,634.00	Annually
39	DIRECTOR PLANNING/DESIGN/CONST	14.4	224 **	144,876.00	148,235.00	151,603.00	154,965.00	158,328.00	161,684.00	Annually

ANAHEIM UNION HIGH SCHOOL DISTRICT
 ADMINISTRATORS
 2019/2020 SALARY SCHEDULE
 Effective 7/1/19 - BOT Approved on 9/15/20 - Revised

EXHIBIT J	Salary Range	Position Title	SICK DAYS	WORK DAYS	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	
	40	CHIEF TECHNOLOGY OFFICER EXECUTIVE DIRECTOR OF HUMAN RESOURCES	14.4	224 **	149,263.00	152,250.00	155,296.00	158,401.00	161,567.00	164,801.00	Annually

*23 non-duty days excluded from work days
 **excludes 23 vacation days and 14 paid holidays

Doctorate \$2339

Longevity -
 16th-20th year - \$4794
 21st-25th year - \$9588
 26th-30th year - \$14382
 31st year on - \$14382

Mileage Allowance:
 \$200/month: Certificated Director, Senior High Principal, Coordinator, Public Information Manager
 \$175/month: Junior High Principal, Program Administrator II, Classified Director, Chief Technology Officer
 \$125/month: Senior High Assistant Principal, Psychologist, Program Specialist, Program Administrator I, Nurse Practitioner, Behavior Specialist
 \$75/month: Junior High Assistant Principal

ANAHEIM UNION HIGH SCHOOL DISTRICT
MANAGEMENT
2019/2020 SALARY SCHEDULE
Effective 7/1/19 - BOT Approved on 9/15/20 - REVISED

EXHIBIT JJ

Salary Range	Position Title	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	
1	** CATERING MANAGER	4,302.00	4,463.00	4,639.00	4,823.00	5,005.00	5,194.00	5,303.00	5,400.00	5,511.00	5,618.00	Monthly
2		4,417.00	4,578.00	4,755.00	4,936.00	5,120.00	5,309.00	5,418.00	5,515.00	5,627.00	5,734.00	Monthly
3		4,510.00	4,685.00	4,863.00	5,053.00	5,250.00	5,456.00	5,562.00	5,669.00	5,781.00	5,891.00	Monthly
4	COMMUNITY SCHOOLS COORDINATOR	4,625.00	4,800.00	4,979.00	5,167.00	5,367.00	5,572.00	5,675.00	5,784.00	5,894.00	6,007.00	Monthly
5	** FOOD PRODUCTION CENTER MANAGER ** FOOD SERVICE SITE MANAGER II	4,725.00	4,912.00	5,100.00	5,302.00	5,506.00	5,718.00	5,834.00	5,949.00	6,064.00	6,183.00	Monthly
6		4,705.00	4,888.00	5,077.00	5,279.00	5,486.00	5,696.00	5,811.00	5,925.00	6,042.00	6,161.00	Monthly
7	PERFORMING ARTS SUPERVISOR WAREHOUSE SUPERVISOR	4,933.00	5,123.00	5,323.00	5,540.00	5,753.00	5,976.00	6,096.00	6,215.00	6,336.00	6,460.00	Monthly
8	FACE COORDINATOR	5,070.00	5,263.00	5,461.00	5,674.00	5,892.00	6,111.00	6,231.00	6,353.00	6,474.00	6,599.00	Monthly
9	* ACCOUNTANT BUDGET ANALYST GARAGE SUPERVISOR MAINTENANCE FOREMAN	5,170.00	5,375.00	5,587.00	5,805.00	6,035.00	6,267.00	6,391.00	6,518.00	6,645.00	6,776.00	Monthly
11		5,428.00	5,640.00	5,858.00	6,091.00	6,327.00	6,577.00	6,709.00	6,840.00	6,973.00	7,112.00	Monthly
12	EMPLOYEE RELATIONS ANALYST GRAPHIC PRODUCTION MANAGER HUMAN RESOURCES ANALYST LANGUAGE ASSESSMENT CENTER SUPV	5,561.00	5,778.00	6,003.00	6,241.00	6,486.00	6,739.00	6,875.00	7,010.00	7,147.00	7,288.00	Monthly
13	* DISTRICT & COMMUNITY USE MANAGER	5,693.00	5,915.00	6,148.00	6,390.00	6,642.00	6,902.00	7,037.00	7,177.00	7,319.00	7,462.00	Monthly
14	FOOD SERVICE OPERATIONS SUPERVISOR * OPERATIONS SUPERVISOR TRANSPORTATION SUPERVISOR	5,847.00	6,075.00	6,313.00	6,563.00	6,822.00	7,089.00	7,228.00	7,371.00	7,517.00	7,664.00	Monthly
15		6,001.00	6,235.00	6,480.00	6,736.00	7,002.00	7,274.00	7,418.00	7,565.00	7,714.00	7,866.00	Monthly
16	PAYROLL SUPERVISOR	6,154.00	6,394.00	6,646.00	6,908.00	7,182.00	7,462.00	7,608.00	7,760.00	7,911.00	8,068.00	Monthly
17	* MAINTENANCE MANAGER	6,317.00	6,567.00	6,825.00	7,094.00	7,374.00	7,664.00	7,815.00	7,969.00	8,125.00	8,287.00	Monthly
18	* EDUCATION TECHNOLOGY SUPERVISOR	6,483.00	6,739.00	7,005.00	7,280.00	7,569.00	7,866.00	8,022.00	8,179.00	8,340.00	8,505.00	Monthly

ANAHEIM UNION HIGH SCHOOL DISTRICT

EXHIBIT JJ

MANAGEMENT

2019/2020 SALARY SCHEDULE

Effective 7/1/19 - BOT Approved on 9/15/20 - REVISED

Salary Range	Position Title	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	
19	RISK MANAGER	6,647.00	6,911.00	7,184.00	7,466.00	7,762.00	8,068.00	8,229.00	8,389.00	8,554.00	8,723.00	Monthly
20		6,764.00	7,034.00	7,313.00	7,603.00	7,906.00	8,221.00	8,384.00	8,550.00	8,718.00	8,893.00	Monthly
21	ACCOUNTING MANAGER ENERGY MANAGER OCCUPATIONAL THERAPIST PROJECT MANAGER - FACILITIES & PLANNING	6,881.00	7,156.00	7,442.00	7,737.00	8,050.00	8,371.00	8,539.00	8,710.00	8,884.00	9,062.00	Monthly
24	*ASSISTANT DIRECTOR-FOOD SERVICE	7,244.00	7,534.00	7,835.00	8,148.00	8,474.00	8,813.00	8,990.00	9,170.00	9,354.00	9,539.00	Monthly
26	ASST DIRECTOR - MAINT & OPERATIONS NETWORK & PROGRAM MANAGER	7,498.00	7,799.00	8,111.00	8,435.00	8,773.00	9,122.00	9,305.00	9,491.00	9,682.00	9,875.00	Monthly

Each longevity step stands on its own and is not cumulative nor compounded. Longevity:

- 2% plus \$536 after ten (10) years of service with AUHSD
- 4% plus \$1593 additional after fifteen (15) years of service with AUHSD
- 7% plus \$2,933 additional after twenty (20) years of service with AUHSD
- 10% plus \$3,826 additional after twenty-five (25) years of service with AUHSD
- 12% plus \$3,826 additional after thirty (30) years of service with AUHSD

* Overtime Exempt

** Ten Month Employees

ANAHEIM UNION HIGH SCHOOL DISTRICT

EXHIBIT JJ

CONFIDENTIAL

2018/2019 SALARY SCHEDULE

Effective 7/1/19 - BOT Approved on 9/15/2020

Salary Range	Position Title	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	
60	GF SR ADMINISTRATIVE ASSISTANT	4,590.00	4,775.00	4,964.00	5,166.00	5,377.00	5,583.00	5,696.00	5,812.00	5,926.00	6,047.00	Monthly
61		4,839.00	5,026.00	5,214.00	5,416.00	5,626.00	5,834.00	5,948.00	6,063.00	6,178.00	6,296.00	Monthly
63	EXECUTIVE ASSISTANT HUMAN RESOURCES ASSISTANT	5,090.00	5,281.00	5,483.00	5,693.00	5,908.00	6,133.00	6,250.00	6,372.00	6,494.00	6,618.00	Monthly
67	SENIOR EXECUTIVE ASSISTANT	5,583.00	5,794.00	6,015.00	6,247.00	6,486.00	6,732.00	6,861.00	6,997.00	7,129.00	7,269.00	Monthly

Each longevity step stands on its own and is not cumulative nor compounded. Longevity:

- 2% plus \$536 after ten (10) years of service with AUHSD
- 4% plus \$1593 additional after fifteen (15) years of service with AUHSD
- 7% plus \$2,933 additional after twenty (20) years of service with AUHSD
- 10% plus \$3,826 additional after twenty-five (25) years of service with AUHSD
- 12% plus \$3,826 additional after thirty (30) years of service with AUHSD

JK
90.001

CHANGE ORDER NO.1

(Deductive)

PROJECT: BID #2020-17 Sycamore Jr. High School Fire Water Connection Project

TO: Pro-Craft Constructors, Inc.

You are hereby directed to provide the extra work necessary to comply with this Change Order.

DESCRIPTION OF CHANGE:

Work Order #1- credit for unused project allowance.

COST (This cost shall not be deleted.):

Original contract price:	\$ <u>78,700.00</u>
Change Order amount:	\$ <u>(10,000.00)</u>
New contract price:	\$ <u>68,700.00</u> <i>PM</i>

TIME FOR COMPLETION:

Original completion date:	<u>15 calendar days</u>
Time for completion of Change Order:	<u>0 calendar days</u>
New completion date:	<u>15 calendar days</u>

Contractor agrees to deduct the above-described work in accordance with the above terms and in compliance with applicable sections of the Project Documents. Contractor agrees to the adjustment in the contract sum, if any, and the adjustment in the contract time, if any, set out in this Change Order.

No additions or deletions to this Change Order shall be allowed, except with written permission of District. Contractor accepts the terms and conditions stated above as full and final settlement of any and all claims arising from this Change Order.

This Change Order is hereby agreed to, accepted and approved.

CONTRACTOR

By: 
Signature

Timothy McFayden
Print Name

CEO/SEC
Title

8/27/2020
Date

DISTRICT

By: _____
Signature

Jennifer Root
Print Name

Assistant Superintendent, Business
Title

Date

ARCHITECT

By: 
Signature

Eric Pan
Print Name

Senior Associate
Title

8/27/2020
Date

JZ
90.001



Facilities Planning, Design and Construction
501 Crescent Way ~ P.O. Box 3520
Anaheim, CA 92803-3520
Tel: 714.999.5454 Fax: 714.520.5741

Project Name: Sycamore JHS – Fire Water Connection

P.O. #

Project Number: 2020-17

Work Order

To: *Pro-Craft Constructors, Inc.*
500 Iowa St.
Redlands, CA 92373

Work Order # 001

You are directed to make the following changes in the contract. All work shall be performed subject to all the conditions as contained in our Contract above as fully as if same were repeated in this Work Order. This Work Order shall constitute a full and final settlement of any and all claims you have arising out of the revision set forth herein, including claims for impact and delay costs, excluding those identified herein.

CREDIT FOR UNUSED PROJECT ALLOWANCE

(\$10,000.00) DED *PN*

Not Valid until signed by the Owner.

Contractor agrees to furnish all labor and materials and perform all of the above-described Work in accordance with applicable sections of the Contract Documents. The amount of the charges (if applicable) under the Work Order is limited to \$100,000.00. The adjustment in Contract Sum, if any, and the adjustment in the Contract Time, if any, set out in this Work Order shall constitute the entire compensation and /or adjustment in the Contract Time and Contract Sum due to the Contractor arising out of the change in Work covered by this Work Order unless otherwise provided in this Work Order.

COST:

- Lump Sum (\$10,000.00) Not to Exceed _____
- Time and Materials. Submit daily time and material equipment documentation on TIME & MATERIAL DAILY EXTRA WORK REPORT forms
- Submit quotations promptly for the work described above. The cost of the work will be determined from the CHANGE ORDER PROPOSAL subject to review, and will be resolved to be mutually agreeable.
- In accordance with contract unit prices

TIME:

- No Change Impact unknown at this time Impact to contract completion date is estimated at _____ days
 - Will not change completion date but is expected to impact durations of specific CPM activities. (Activity Nos. _____ days _____)
- The contractor will create activities in the Contractor's Detailed Construction Schedule immediately following approval of this Work Order showing the impact of this work. These activities will be reviewed and approved in accordance with the contractor's weekly and monthly schedule submittals.

	Signature	Date
AUHSD Assistant Superintendent, Business		
AUHSD, Patricia Neely		
Contractor, Pro-Craft	<i>[Signature]</i>	8/27/2020
Architect, Perkins Eastman	<i>[Signature]</i>	8/27/2020
Project Manager, Monica Garza	<i>[Signature]</i>	8/27/2020

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

EXHIBIT LL

Description	Quantity	Publication Date	General Condition	Reason For Disposition	Compliant Y/N
Various History					
American Journey	488	Outdated	Fair	Obsolete	No To Be Sold
Medieval And Early Times	141	Outdated	Fair	Obsolete	No To Be Sold
Various Math					
Algebra 1	2	Outdated	Fair	Obsolete	No To Be Sold
Various Geology					
Exploring Earth Science	146	Outdated	Fair	Obsolete	No To Be Sold
Various Library					
Library Books	819	Outdated	Fair	Obsolete	No To Be Sold
Various Health					
Health Making Life Choices	56	Outdated	Fair	Obsolete	No To Be Sold
Various Literature					
Literature and Language Arts	2	Outdated	Fair	Obsolete	No To Be Sold
Various Science					
California Life Science	43	Outdated	Fair	Obsolete	No To Be Sold
Exploring Earth Science	2	Outdated	Fair	Obsolete	No To Be Sold
Physical Science	3	Outdated	Fair	Obsolete	No To Be Sold

Declaring Certain Equipment as Unusable, Obsolete, and/or Out-of-Date and Ready for Sale, or Destruction	
Quantity	Description
1	Amplifier
6	Book Case
52	Chair
62	Computer
3	Computer Cart
5	Computer Desk
7	Document Camera
8	File Cabinet
3	Laptop
1	Light Board
14	Monitor
11	Printer
8	Projector
3	Projector Screen
1	Recorder Digital
1	Refrigerator
2	Scanner
1	Smartboard
2	Speaker
321	Student Desk
4	Table
6	Teachers Desk
7	Teachers Chair
1	Television
1	VHS Tape Recorder

Declaring Certain Portables as Unusable, Obsolete, and/or Out-of-Date and Ready for Sale, or Destruction				
Quantity	Asset ID	Description	Year	Location
1	F640087400	Portable Building, Room GLB23	1960	Sycamore
1	F640087400	Portable Building, Room GLB24	1960	Sycamore
1	F640087409	Portable Building GLB, Gym/Locker Room	1960	Sycamore



DONATIONS

September 15, 2020

<u>Location</u>	<u>Donated By</u>	<u>Item</u>
Kennedy	TR Enterprises, LLC	\$10,194.90, CS/Engineering Program

ANAHEIM UHSD

EXHIBIT OO

PURCHASE ORDER DETAIL REPORT BY VENDOR NAME

BOARD OF TRUSTEES MEETING 09/15/2020

FROM 08/04/2020 TO 09/03/2020

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
P64R0241	99 CENTS ONLY STORES	26,263.74	26,263.74	0100595500 4320	COMMUNITY FOUNDATION GRANT / OTHER
P64C0029	A 1 FENCE COMPANY	1,439.00	1,439.00	0123232081 5610	SA/FENCE/MO / REPAIRS/MAINT - O/S SERVICES
P64R0181	A ALVARADO PAINTING	2,250.00	2,250.00	0140237081 5610	SOUTH/PAINT/MO / REPAIRS/MAINT - O/S SERVICES
P64R0232	A ALVARADO PAINTING	2,250.00	2,250.00	0132237081 5610	OR/PAINT/MO / REPAIRS/MAINT - O/S SERVICES
P64R0183	A AND V CONTRACTORS INC.	6,755.00	6,755.00	0123233081 5610	SA/FLOOR/MO / REPAIRS/MAINT - O/S SERVICES
P64X0289	AARDVARK CLAY AND SUPPLIES INC	323.25	323.25	0123005010 4310	SA/ART/INSTR / INSTRUCTIONAL MATL & SUPPLIES
P64R0168	ABC SCHOOL EQUIPMENT INC	3,273.23	3,273.23	0132230081 4410	OR/GENERAL/MO / EQUIPMENT - NON-CAPITALIZED
P64T0096	ACORN MEDIA	18,155.88	18,155.88	0108392510 4310	EIT/LLM-CRF/INSTR / INSTRUCTIONAL MATL &
P64T0098	ACORN MEDIA	2,217.50	2,217.50	0128000910 4310	CY/LCFF-CONCENTRATION/INSTR / INSTRUCTIONAL
P64T0100	ACORN MEDIA	31,678.50	31,678.50	0108000877 4320	INFORMATION SERVICES/DP / OTHER OFFICE/MISC
P64T0136	ACORN MEDIA	1,319.94	1,319.94	0115392081 4320	ED SERVICES/ESSER-CARES/M&O / OTHER
P64R0127	ADVANTAGE WEST INVESTMENT ENTE	1,740.31	1,740.31	0100392081 4347	ESSER-CARES ACT/M & O / OPERATIONS SUPPLIES -
P64S0028	ADVANTAGE WEST INVESTMENT ENTE	3,331.29	3,331.29	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
P64S0027	AIRSUPPLY TOOLS INC.	2,867.93	2,867.93	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
P64R0235	ALL WE PRINT	808.13	808.13	0123489810 4410	SA/TUPE COHORT M (2018-20) / EQUIPMENT -
P64T0097	AMPLIFIED IT	70,800.00	70,800.00	0108000877 5880	INFORMATION SERVICES/DP / OTHER OPERATING
P64R0227	ANAHEIM GLASS INC	10,026.00	10,026.00	0132234081 5610	OR/GLASS/MO / REPAIRS/MAINT - O/S SERVICES
P64A0035	APEX LEARNING	456,582.00	456,582.00	0153750910 5880	SP/APEX/INSTR / OTHER OPERATING EXPENSES
P64T0110	APPLE INC	40,517.25	40,517.25	0108392510 4310	EIT/LLM-CRF/INSTR / INSTRUCTIONAL MATL &
P64T0115	APPLE INC	1,469.80	1,469.80	0127000910 4410	KE/LCFF-CONCENTRATION/INSTR / EQUIPMENT -
P64C0034	AREY JONES EDUCATIONAL SOLUTIO	10,194.90	10,194.90	0127000010 4410	KE/INSTR / EQUIPMENT - NON-CAPITALIZED
P64T0108	ART OF EDUCATION UNIVERSITY LL	22,715.00	13,629.00	0153392010 5880	SP/ESSER-CARES ACT/INSTR / OTHER OPERATING
			9,086.00	0153392510 5880	SP/LEARN LOSS MITIG-CRF/INST / OTHER OPERATING
P64A0046	ARTIANO SHINOFF	50,000.00	50,000.00	0104104072 5821	CERT HR/GENL ADM / LEGAL FEES

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P64T0088	ARTICULATE GLOBAL INC	649.00	649.00	0134000910 5880	WA/LCFF-CONCENTRATION/INSTR / OTHER
P64R0210	ASSURE GLOBAL LLC	9,374.25	9,374.25	0100392581 4347	DO/LLM-CRF/M & 0 / OPERATIONS SUPPLIES - MISC
P64A0041	ATKINSON ANDELSON LOYA RUUD	215,000.00	215,000.00	0104104072 5821	CERT HR/GENL ADM / LEGAL FEES
P64R0217	ATKINSON ANDELSON LOYA RUUD	70.00	35.00	0104104072 5210	CERT HR/GENL ADM / TRAVEL AND CONFERENCE
			35.00	0106106072 5210	BUSINESS/GENL ADM / TRAVEL AND CONFERENCE
P64R0221	ATKINSON ANDELSON LOYA RUUD	447.00	447.00	0104104072 5210	CERT HR/GENL ADM / TRAVEL AND CONFERENCE
P64R0222	ATKINSON ANDELSON LOYA RUUD	447.00	447.00	0104104072 5210	CERT HR/GENL ADM / TRAVEL AND CONFERENCE
P64A0045	AVID CENTER	56,602.00	4,354.00	0120381010 5310	ANAHEIM/ECIA1/INSTR / DUES AND MEMBERSHIPS
			4,354.00	0121381010 5310	WE/ECIA TITLE I/INSTRUCTI / DUES AND
			4,354.00	0122381010 5310	MA/ECIA1/INSTR / DUES AND MEMBERSHIPS
			4,354.00	0123381010 5310	SA/TITLE I/INSTR / DUES AND MEMBERSHIPS
			4,354.00	0124381010 5310	LO/TITLE I/INSTRUCTIONAL / DUES AND
			4,354.00	0125381010 5310	KA/ECIA1/INSTR / DUES AND MEMBERSHIPS
			4,354.00	0131381010 5310	BR/ECIA1/INSTR / DUES AND MEMBERSHIPS
			4,354.00	0132381010 5310	OR/ECIA1/INSTR / DUES AND MEMBERSHIPS
			4,354.00	0135381010 5310	DALE/ECIA1/INSTR / DUES AND MEMBERSHIPS
			4,354.00	0137381010 5310	SY/ECIA1/INSTR / DUES AND MEMBERSHIPS
			4,354.00	0138381010 5310	BALL/ECIA1/INSTR / DUES AND MEMBERSHIPS
			4,354.00	0140381010 5310	SOUTH/ECIA1/INSTR / DUES AND MEMBERSHIPS
			4,354.00	0142000910 5310	OX/LCFF-CONCENTRATION/INSTR / DUES AND
P64R0186	AVID CENTER	850.00	850.00	0122381010 5210	MA/ECIA1/INSTR / TRAVEL AND CONFERENCE
P64T0090	B AND H PHOTO VIDEO INC	134.39	134.39	0135000910 4310	DA/LCFF-CONCENTRATION/INSTR / INSTRUCTIONA
P64R0167	B AND M LAWN AND GARDEN INC	775.68	387.82	0111222081 4347	OPERATIONS - GROUNDS / OPERATIONS SUPPLIES -
			387.86	0120222081 4347	OPERATIONS - GROUNDS / OPERATIONS SUPPLIES -
P64R0219	B AND M LAWN AND GARDEN INC	538.70	538.70	0110240081 4410	MAINTENANCE/POOL/MO / EQUIPMENT -
P64R0153	BARNES AND NOBLE	498.30	498.30	0163379010 4210	TITLE IIIA / LIMITED ENG PROF / BOOKS AND
P64R0179	BARNES AND NOBLE	206.36	206.36	0102102071 4320	SUPT/BRD SUPT / OTHER OFFICE/MISC SUPPLIES

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P64A0054	BEHAVIORAL LEARNING NETWORK	23,100.00	23,100.00	0119283039 5880	SYS/OTHER PUPIL / OTHER OPERATING EXPENSES
P64R0190	BERTRAND'S MUSIC	33,800.16	17,628.88	0153392510 4310	SP/LEARN LOSS MITIG-CRF/INST / INSTRUCTIONAL
			16,171.28	0153392510 4410	SP/LEARN LOSS MITIG-CRF/INST / EQUIPMENT -
P64R0138	BLICK ART MATERIALS LLC	3,114.96	3,114.96	0153392510 4320	SP/LEARN LOSS MITIG-CRF/INST / OTHER
P64R0244	BLICK ART MATERIALS LLC	1,006.13	1,006.13	0122385010 4310	MA/TITLE IV/INSTR / INSTRUCTIONAL MATL &
P64T0129	BLINDSIDE NETWORKS INC	112,500.00	112,500.00	0108392510 5880	EIT/LLM-CRF/INSTR / OTHER OPERATING EXPENSES
P64R0257	BOBCAT OF LOS ANGELES INC	542.85	542.85	0111222081 5610	OPERATIONS - GROUNDS / REPAIRS/MAINT - O/S
P64T0083	BOOK SYSTEMS INC	20,596.00	20,596.00	0153381010 5880	SP PR ADM/ECIA1/INSTR / OTHER OPERATING
P64X0280	BRIDGEPORT GOLF CARS	15,000.00	15,000.00	0177177072 5610	RISK MANAGEMENT / REPAIRS/MAINT - O/S
P64R0172	C TECH CONSTRUCTION INC.	2,045.84	1,025.06	0120230081 5610	ANAHEIM/GENERAL/MO / REPAIRS/MAINT - O/S
			1,020.78	0131230081 5610	BR/GENERAL/MO / REPAIRS/MAINT - O/S SERVICES
P64X0294	CALIFORNIA DEPT. OF JUSTICE	35,000.00	17,500.00	0104104072 5880	CERT HR/GENL ADM / OTHER OPERATING EXPENSE
			17,500.00	0105105072 5880	CLASS HR/GENL ADM / OTHER OPERATING EXPENS
P64R0208	CALIFORNIA FACILITY SPECIALTIE	24,130.00	24,130.00	1423705681 6274	SA/PAVING/DEFERRED MAINT / CONSTRUCTION -
P64T0078	CDW GOVERNMENT INC.	4,321.86	4,321.86	0110230081 4355	MAINTENANCE/MO / MAINTENANCE SUPPLIES
P64T0139	CDW GOVERNMENT INC.	17,094.17	17,094.17	0109392537 4410	FS/LLM-CRF/FOOD SERVICE / EQUIPMENT -
P64T0084	CENGAGE LEARNING	2,586.00	2,586.00	0128000910 4210	CY/LCFF-CONCENTRATION/INSTR / BOOKS AND
P64T0086	CENGAGE LEARNING	2,047.50	2,047.50	0117546021 4150	SWP K12 PATHWAY IMPR GRANT / TEXTS - STATE
P64T0105	CENGAGE LEARNING	39,996.00	28,797.60	0153392010 5880	SP/ESSER-CARES ACT/INSTR / OTHER OPERATING
			11,198.40	0153392510 5880	SP/LEARN LOSS MITIG-CRF/INST / OTHER OPERATI
P64T0122	CENGAGE LEARNING	1,471.41	1,471.41	0127000910 5880	KE/LCFF-CONCENTRATION/INSTR / OTHER
P64T0138	CENGAGE LEARNING	1,185.25	1,185.25	0117546021 5880	SWP K12 PATHWAY IMPR GRANT / OTHER
P64R0246	CENTRAL RESTAURANT PRODUCTS	3,915.12	3,915.12	0100392581 4347	DO/LLM-CRF/M & 0 / OPERATIONS SUPPLIES - MISC
P64S0023	CERTIFIED ART SUPPLY	1,926.58	1,926.58	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES

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P64S0026	CERTIFIED ART SUPPLY	2,146.38	2,146.38	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
P64R0196	CIF SOUTHERN SECTION	1,935.00	1,935.00	0123028010 5310	SA/ATHLET/INSTR / DUES AND MEMBERSHIPS
P64R0253	CIF SOUTHERN SECTION	1,860.00	1,860.00	0125000010 5310	KA/INSTR / DUES AND MEMBERSHIPS
P64R0254	CIF STATE OFFICE	2,407.68	2,407.68	0125000010 5310	KA/INSTR / DUES AND MEMBERSHIPS
P64R0140	CLAY-KING COM	861.17	861.17	0153392510 4320	SP/LEARN LOSS MITIG-CRF/INST / OTHER
P64R0158	CM SCHOOL SUPPLY	81.85	81.85	0128272511 4310	AUTISM/SE SEP CL/SEV / INSTRUCTIONAL MATL &
P64R0233	COMMERCIAL DOOR OF ANAHEIM INC	4,508.00	4,508.00	0150230081 5610	ADMIN/GENERAL/MO / REPAIRS/MAINT - O/S
P64R0170	COMPRESSOR PARTS AND REPAIR	11,181.50	11,181.50	0110235081 5610	MAINTENANCE/HVAC/MO / REPAIRS/MAINT - O/S
P64R0199	COMPRESSOR PARTS AND REPAIR	8,259.04	8,259.04	0150235081 5610	ADMIN/HVAC/MO / REPAIRS/MAINT - O/S SERVICES
P64T0131	CONJUGUEMOS	45.00	45.00	0144000910 5880	LEX/LCFF-CONCENTRATION/INSTR / OTHER
P64T0127	CPACINC.COM	41,699.25	41,699.25	0153392510 4310	SP/LEARN LOSS MITIG-CRF/INST / INSTRUCTIONAL
P64T0128	CPACINC.COM	18,671.42	17,331.99	0153385210 6490	TITLE IV/SERVITE/INSTR / EQUIPMENT - OTHER
			1,339.43	0153392510 6490	SP/LEARN LOSS MITIG-CRF/INST / EQUIPMENT -
P64R0243	CPR1 LLC	185.52	185.52	0124000010 4310	LOARA/INSTR / INSTRUCTIONAL MATL & SUPPLIES
P64R0234	CRISP IMAGING	7,498.75	7,498.75	2561710185 6274	PO/DEVELOPER FEES/FAC ACQ / CONSTRUCTION -
P64C0002	CULVER NEWLIN	134,810.56	134,810.56	2623731185 4410	SA/BOND SERIES 2018 - MEAS H / EQUIPMENT -
P64C0003	CULVER NEWLIN	15,686.55	15,686.55	2632731185 4410	OR/BOND SERIES 2018 - MEAS H / EQUIPMENT -
P64C0004	CULVER NEWLIN	117,516.68	117,516.68	2644731185 4410	LEX/BOND SERIES 2018 - MEAS H / EQUIPMENT -
P64C0005	CULVER NEWLIN	165,476.34	165,476.34	2638731185 4310	BA/BOND SERIES 2018 - MEAS H / INSTRUCTIONAL
P64C0006	CULVER NEWLIN	34,777.99	34,777.99	2627731185 4410	KE/BOND SERIES 2018 - MEAS H / EQUIPMENT -
P64C0010	CULVER NEWLIN	1,960.79	1,960.79	2620731185 4410	ANA/BOND SERIES 2018 - MEAS H / EQUIPMENT -
P64C0027	CULVER NEWLIN	5,778.09	5,778.09	2635731285 4410	DA/BOND SERIES 2018 - MEAS H / EQUIPMENT -
P64R0147	CULVER NEWLIN	86,218.61	86,218.61	2621731185 4410	WE/BOND SERIES 2018 - MEAS H / EQUIPMENT -
P64R0206	CYANOTYPE STORE LLC	4,124.87	4,124.87	0153393510 4320	SP/LEARN LOSS MITIGATION-S & C / OTHER

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P64R0163	D AND S MARKETING SYSTEMS INC	472.92	472.92	0128000010 4310	CY/INSTR / INSTRUCTIONAL MATL & SUPPLIES
P64C0026	DAKTRONICS	396.74	396.74	0144231081 4355	LEX/ELECTRIC/MO / MAINTENANCE SUPPLIES
P64R0142	DECKER INC	876.55	876.55	0100392581 4347	DO/LLM-CRF/M & 0 / OPERATIONS SUPPLIES - MISC
P64R0189	DECKER INC	672.03	672.03	0134000081 4347	WA/MO / OPERATIONS SUPPLIES - MISC
P64R0177	DEMCO INC	102.03	102.03	0120000024 4315	ANAHEIM/L M T / LIBRARY/MEDIA/TECH SUPPLIES
P64A0039	DIVISION OF THE STATE ARCHITEC	250,000.00	250,000.00	2656731185 6210	GOB SERIES 2018 - MEAS H / PLANNING - DSA PLAN
P64T0081	DNS MADE EASY	259.68	259.68	0108108077 5880	INFO SYSTEM/DP / OTHER OPERATING EXPENSES
P64R0231	EBERHARD EQUIPMENT	16,413.19	16,413.19	0111222081 5620	OPERATIONS - GROUNDS / RENTALS/OPERATING
P64R0245	EBERHARD EQUIPMENT	983.81	983.81	0111222081 5610	OPERATIONS - GROUNDS / REPAIRS/MAINT - O/S
P64T0091	EDPUZZLE INC	23,350.00	12,842.50	0108392010 5880	EIT/ESSER-CARES ACT/INSTR / OTHER OPERATING
			10,507.50	0108392510 5880	EIT/LLM-CRF/INSTR / OTHER OPERATING EXPENSES
P64T0099	EHP SOLUTIONS	5,899.31	5,899.31	0108000877 4320	INFORMATION SERVICES/DP / OTHER OFFICE/MISC
P64A0056	EIDE BAILLY LLP	30,000.00	30,000.00	0156156072 5820	FACILITIES/GENL ADM / AUDIT FEES
P64R0214	ENCYCLOPEDIA BRITANNICA INC.	13,900.00	13,900.00	0153381021 5880	SP PR ADM/ECIA1/SUPV INST / OTHER OPERATING
P64A0053	EVOQUA WATER TECHNOLOGIES LLC.	9,960.88	9,960.88	0113113036 5610	TRANS/REG-ED/TRANSPORTATION / REPAIRS/MAIN
P64T0114	EVREX CORPORATION	1,185.00	1,185.00	0115115021 5610	EDUCATION/SUPV INST / REPAIRS/MAINT - O/S
P64R0155	FHEG CYPRESS COLLEGE BOOKSTORE	10,556.18	3,232.50	0117546021 4150	SWP K12 PATHWAY IMPR GRANT / TEXTS - STATE
			5,395.31	0117751110 4150	IS/DUAL ENROLLMENT/INSTR / TEXTS - STATE
			1,066.37	0117751110 4210	IS/DUAL ENROLLMENT/INSTR / BOOKS AND
			862.00	0117751110 4310	IS/DUAL ENROLLMENT/INSTR / INSTRUCTIONAL
P64X0291	FIX 4 LESS GOLF CARS	10,000.00	10,000.00	0114114072 5610	WAREHOUSE/GENL ADM / REPAIRS/MAINT - O/S
P64T0117	FOCUSED FITNESS LLC	1,500.00	1,500.00	0153393510 5810	SP/LEARN LOSS MITIGATION-S & C /
P64A0052	FROG ENVIRONMENTAL INC.	8,000.00	8,000.00	0113113036 5610	TRANS/REG-ED/TRANSPORTATION / REPAIRS/MAIN
P64T0116	GENESIS TECHNOLOGIES INC	1,670.00	1,670.00	0108108077 5880	INFO SYSTEM/DP / OTHER OPERATING EXPENSES

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P64R0144	GOPHER SPORTS EQUIPMENT	5,863.43	4,715.83	0135385010 4310	DA/TITLE IV/INSTR / INSTRUCTIONAL MATL &
			1,147.60	0135385010 4410	DA/TITLE IV/INSTR / EQUIPMENT - NON-CAPITALIZE
P64C0025	GORM INC	32,249.58	32,249.58	0100392081 4347	ESSER-CARES ACT/M & O / OPERATIONS SUPPLIES -
P64R0180	GOVERNMENT FINANCIAL STRATEGIE	1,400.00	1,400.00	0106106072 5810	BUSINESS/GENL ADM / NON-INSTRUCTIONAL PROF
P64T0109	GRACENOTES LLC	867.75	433.87	0153392010 5880	SP/ESSER-CARES ACT/INSTR / OTHER OPERATING
			433.88	0153392510 5880	SP/LEARN LOSS MITIG-CRF/INST / OTHER OPERATING
P64X0278	GREATER ANAHEIM SELPA	350,000.00	350,000.00	0119283011 5805	SYS/INSTR / INSTRUCTIONAL PROF CONSULTANT
P64X0279	GREATER ANAHEIM SELPA	2,000,000.00	2,000,000.00	0100282000 8311	SE-AB602 MSTR PLAN-C/Y/N/A / APPORTIONMENTS
P64R0238	GUITAR CENTER PROFESSIONAL	239.21	239.21	0128000010 4310	CY/INSTR / INSTRUCTIONAL MATL & SUPPLIES
P64T0133	HEADSETS DIRECT INC	306.41	306.41	0134140027 4320	WA/SCH ADM/SCH ADM / OTHER OFFICE/MISC
P64A0051	HERFF JONES INC	58,620.00	58,620.00	0172392572 5810	SS/LLM-CRF/GEN ADMIN / NON-INSTRUCTIONAL
P64R0156	HOUGHTON MIFFLIN HARCOURT	20,460.94	20,460.94	0116468010 4210	LOTTERY/RESTRICTED/INSTR / BOOKS AND
P64T0118	INTELESYSONE INC.	138,055.91	13,235.26	0108392010 5880	EIT/ESSER-CARES ACT/INSTR / OTHER OPERATING
			2,944.16	0108392510 4410	EIT/LLM-CRF/INSTR / EQUIPMENT -
			121,876.49	0108392510 5880	EIT/LLM-CRF/INSTR / OTHER OPERATING EXPENSES
P64T0125	IPEVO	152.52	152.52	0131381010 4310	BR/ECIA1/INSTR / INSTRUCTIONAL MATL & SUPPLIES
P64T0123	IXL	249.00	249.00	0128272511 5880	AUTISM/SE SEP CL/SEV / OTHER OPERATING
P64R0182	J AND A FENCE	13,750.00	13,750.00	0128232081 5610	CY/FENCE/MO / REPAIRS/MAINT - O/S SERVICES
P64R0209	J.W. PEPPER AND SON INC.	688.05	688.05	0124007010 4310	LOARA/INS MUS/INSTR / INSTRUCTIONAL MATL &
P64R0131	JAMES STANFIELD COMPANY INC	1,576.34	1,576.34	0119473010 5880	SYS/WORKABILITY/INSTR / OTHER OPERATING
P64R0184	JM AND J CONTRACTORS	2,450.00	2,450.00	0120230081 5610	ANAHEIM/GENERAL/MO / REPAIRS/MAINT - O/S
P64R0224	JOHNSON CONTROLS	13,207.00	13,207.00	0110235081 5610	MAINTENANCE/HVAC/MO / REPAIRS/MAINT - O/S
P64R0223	JOSTENS	378.67	378.67	0172172083 4320	SAFE SCHOOLS / OTHER OFFICE/MISC SUPPLIES
P64R0132	JUNIOR LIBRARY GUILD	5,912.11	5,912.11	0131381010 4210	BR/ECIA1/INSTR / BOOKS AND REFERENCE

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P64R0242	JUNIOR LIBRARY GUILD	3,598.85	3,598.85	0124000910 4210	LO/LCFF-CONCENTRATION/INSTR / BOOKS AND
P64T0101	KAMI	38,750.00	38,750.00	0108108077 5880	INFO SYSTEM/DP / OTHER OPERATING EXPENSES
P64R0185	KNORR SYSTEMS INC.	11,568.00	1,791.00	0121240081 5610	WESTERN/POOL/MO / REPAIRS/MAINT - O/S SERVICE
			2,480.00	0122240081 5610	MA/POOL/MO / REPAIRS/MAINT - O/S SERVICES
			2,480.00	0123240081 5610	SA/POOL/MO / REPAIRS/MAINT - O/S SERVICES
			2,480.00	0125240081 5610	KA/POOL/MO / REPAIRS/MAINT - O/S SERVICES
			2,337.00	0127240081 5610	KE/POOL/MO / REPAIRS/MAINT - O/S SERVICES
P64R0175	KYA SERVICES	1,005.69	1,005.69	0122233081 5610	MA/FLOOR/MO / REPAIRS/MAINT - O/S SERVICES
P64R0225	KYA SERVICES	5,064.25	5,064.25	0132233081 5610	OR/FLOOR/MO / REPAIRS/MAINT - O/S SERVICES
P64R0191	LABELL EXCHANGE	7,200.00	7,200.00	0113113036 5918	TRANS/REG-ED/TRANSPORTATION / TELEPHONE
P64X0283	LAGUNA CLAY CO.	1,077.50	1,077.50	0123005010 4310	SA/ART/INSTR / INSTRUCTIONAL MATL & SUPPLIES
P64S0030	LAKESHORE LEARNING MATERIALS	10,382.79	10,382.79	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
P64A0042	LANGUAGE NETWORK INC	35,000.00	35,000.00	0163000921 5810	EL/LCFF-CONCENTRATION/SUPV /
P64A0047	LLC, EXPLORELEARNING	199,665.00	116,466.00	0117392010 5880	IS/ESSER-CARES ACT/INSTR / OTHER OPERATING
			30,503.00	0117392510 5880	IS/LEARN LOSS MITIG-CFR/INST / OTHER OPERATING
			52,696.00	0117750310 5880	IS/EDUCATIONAL MATERIALS/INSTR / OTHER
P64R0178	LO, JASON WEI	1,620.00	1,620.00	0128000010 5805	CY/INSTR / INSTRUCTIONAL PROF CONSULTANT
P64R0215	M COACH	4,173.16	4,173.16	0123000910 5620	SA/LCFF-CONCENTRATION/INSTR /
P64R0130	MACKIN LIBRARY MEDIA	4,912.14	4,912.14	0131381010 4210	BR/ECIA1/INSTR / BOOKS AND REFERENCE
P64T0106	MAKEMUSIC INC	3,300.00	1,650.00	0153392010 5880	SP/ESSER-CARES ACT/INSTR / OTHER OPERATING
			1,650.00	0153392510 5880	SP/LEARN LOSS MITIG-CRF/INST / OTHER OPERATING
P64T0107	MAKEMUSIC INC	48,200.00	26,510.00	0153392010 5880	SP/ESSER-CARES ACT/INSTR / OTHER OPERATING
			21,690.00	0153392510 5880	SP/LEARN LOSS MITIG-CRF/INST / OTHER OPERATING
P64R0159	MARCO LEARNING LLC	279.00	279.00	0121000910 5880	WE/LCFF-CONCENTRATION/INSTR / OTHER
P64R0228	MB PAINTING	8,200.00	8,200.00	0132237081 5610	OR/PAINT/MO / REPAIRS/MAINT - O/S SERVICES

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P64R0157	MC GRAW HILL EDUCATION INC.	16,485.75	16,485.75	0117751110 4150	IS/DUAL ENROLLMENT/INSTR / TEXTS - STATE
P64R0135	MD INSTALLATIONS INT'L INC.	1,583.00	1,583.00	0106392572 4310	BUS/LLM-CRF/GEN ADMIN / INSTRUCTIONAL MATL
P64R0203	MD INSTALLATIONS INT'L INC.	1,650.00	1,650.00	0113113036 5610	TRANS/REG-ED/TRANSPORTATION / REPAIRS/MAIN
P64R0126	MEDCO SPORTS MEDICINE	1,205.92	1,205.92	0142028034 4320	OXFORD/ATHLETICS/HEALTH / OTHER OFFICE/MISC
P64R0255	MG ARTS	25,880.00	25,880.00	0123102172 5880	SA/DISTTICT BRANDING/OTHER / OTHER OPERATIN
P64A0040	MONJARAS AND WISMEYER GROUP IN	10,000.00	10,000.00	0104104072 5810	CERT HR/GENL ADM / NON-INSTRUCTIONAL PROF
P64C0031	MONTGOMERY HARDWARE CO.	1,231.15	210.76	0110236081 4355	MAINTENANCE/LOCKS/MO / MAINTENANCE
			1,020.39	0110236081 4410	MAINTENANCE/LOCKS/MO / EQUIPMENT -
P64R0162	MUSIC AND ARTS CENTER	153.53	153.53	0128000010 4310	CY/INSTR / INSTRUCTIONAL MATL & SUPPLIES
P64R0164	MUSIC AND ARTS CENTER	113,937.50	113,937.50	0153392510 4410	SP/LEARN LOSS MITIG-CRF/INST / EQUIPMENT -
P64R0193	MUSIC AND ARTS CENTER	3,190.07	3,190.07	0132000910 4310	OR/LCFF-CONCENTRATION/INSTR / INSTRUCTIONA
P64X0292	MUSIC AND ARTS CENTER	1,077.50	1,077.50	0131000910 4310	BR/LCFFF-CONCENTRATION/INSTR / INSTRUCTIONA
P64X0277	MYPHONE HERO	500.00	500.00	0119257011 4310	SEVER HDCP/SE SEP CL/SEV / INSTRUCTIONAL MAT
P64R0143	NASCO	2,023.52	2,023.52	0131381010 4310	BR/ECIA1/INSTR / INSTRUCTIONAL MATL & SUPPLI
P64R0212	NASCO	1,190.64	1,190.64	0131381010 4310	BR/ECIA1/INSTR / INSTRUCTIONAL MATL & SUPPLI
P64S0022	NASCO	4,279.83	4,279.83	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
P64T0094	NEARPOD INC	92,000.00	50,600.00	0108392010 5880	EIT/ESSER-CARES ACT/INSTR / OTHER OPERATING
			41,400.00	0108392510 5880	EIT/LLM-CRF/INSTR / OTHER OPERATING EXPENSES
P64A0058	NORTH ORANGE COUNTY REGIONAL	6,397,046.00	4,836,791.00	0100510592 7283	ROP TUITION PASS THRU / ALL OTHER TRANSFERS
			1,560,255.00	0117432010 5100	CTE INCENTIVE GRANT/INST / SUBAGREEMENTS FC
P64T0085	NORTHSTAR AV LLC	144.39	144.39	0128000010 4310	CY/INSTR / INSTRUCTIONAL MATL & SUPPLIES
P64T0132	NORTHSTAR AV LLC	144.39	144.39	0128000010 4310	CY/INSTR / INSTRUCTIONAL MATL & SUPPLIES
P64R0134	OC CUSTOM VINYL GRAPHICS AND S	4,176.83	4,176.83	0132595010 5610	OR/SHORT STAY VIST PROG FEE / REPAIRS/MAINT -
P64A0043	OC HUMAN RELATIONS COUNCIL	5,000.00	5,000.00	0153399210 5810	TITLE II/IMP TCH QUAL/SERVITE /

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P64R0216	OCDE	5,000.00	5,000.00	0112112072 5880	PURCHASING/GENL ADM / OTHER OPERATING
P64R0236	OCDE	998.58	998.58	0119283134 5880	SYS/HEALTH / OTHER OPERATING EXPENSES
P64R0252	OCDE	119,341.00	119,341.00	0100000700 8096	LOCAL CONTROL FUNDING FORMULA / Trsf to CS in
P64R0256	OCDE	1,000.00	1,000.00	0163379021 5210	TITLE IIIA / LIMITED ENG PROG / TRAVEL AND
P64R0188	OFFICE DEPOT	2,133.32	2,133.32	0134140027 4320	WA/SCH ADM/SCH ADM / OTHER OFFICE/MISC
P64R0129	ONE DAY SIGNS	440.23	440.23	0124066027 4320	LO/GRADUATION/SCHL ADMIN / OTHER OFFICE/MIS
P64A0055	ORBACH HUFF SUAREZ AND HENDERS	25,000.00	25,000.00	0156156072 5821	FACILITIES/GENL ADM / LEGAL FEES
P64R0204	ORRAVAN MECHANICAL	3,895.32	3,895.32	0150235081 5610	ADMIN/HVAC/MO / REPAIRS/MAINT - O/S SERVICES
P64R0249	ORRAVAN MECHANICAL	978.75	978.75	0120235081 5610	ANAHEIM/HVAC/MO / REPAIRS/MAINT - O/S
P64T0092	PADLET	10,000.00	10,000.00	0108108077 5880	INFO SYSTEM/DP / OTHER OPERATING EXPENSES
P64A0044	PARADIGM HEALTHCARE SERVICES	150,000.00	150,000.00	0119320034 5810	SYS/MEDI-CAL REIM/HEALTH / NON-INSTRUCTIONAL
P64R0161	PCASC	200.00	200.00	0105105072 5310	CLASS HR/GENL ADM / DUES AND MEMBERSHIPS
P64T0093	PEAR DECK INC	50,150.00	27,582.50	0108392010 5880	EIT/ESSER-CARES ACT/INSTR / OTHER OPERATING
			22,567.50	0108392510 5880	EIT/LLM-CRF/INSTR / OTHER OPERATING EXPENSES
P64T0120	PERSEUS ASSOCIATES TRANSTRAKS	10,790.00	10,790.00	0113113036 5610	TRANS/REG-ED/TRANSPORTATION / REPAIRS/MAIN
P64R0211	PHOENIX TREE PUBLISHING INC.	231.28	231.28	0131381010 4310	BR/ECIA1/INSTR / INSTRUCTIONAL MATL & SUPPLI
P64T0130	PLT4M	21,000.00	12,667.00	0153392010 5880	SP/ESSER-CARES ACT/INSTR / OTHER OPERATING
			8,333.00	0153392510 5880	SP/LEARN LOSS MITIG-CRF/INST / OTHER OPERATIN
P64C0032	POWERSCHOOL GROUP LLC	1,000.00	1,000.00	0108108077 5810	INFO SYSTEM/DP / NON-INSTRUCTIONAL PROF
P64T0079	POWERSCHOOL GROUP LLC	20,819.57	10,409.79	0104104072 5880	CERT HR/GENL ADM / OTHER OPERATING EXPENSE
			10,409.78	0105105072 5880	CLASS HR/GENL ADM / OTHER OPERATING EXPENS
P64T0080	POWERSCHOOL GROUP LLC	42,071.91	21,035.95	0104104072 5880	CERT HR/GENL ADM / OTHER OPERATING EXPENSE
			21,035.96	0105105072 5880	CLASS HR/GENL ADM / OTHER OPERATING EXPENS
P64A0050	PRO CRAFT CONSTRUCTION INC	78,700.00	78,700.00	2637731185 6165	SY/BOND SERIES 2018 - MEAS H / SITE

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P64X0287	PROFESSIONAL GLASS	5,000.00	5,000.00	0110234081 4355	MAINTENANCE/GLASS/MO / MAINTENANCE
P64R0169	RIV OR COUNTIES PUMP COMPANY I	5,756.19	5,756.19	0131230081 4410	BR/GENERAL/MO / EQUIPMENT - NON-CAPITALIZED
P64R0173	RIV OR COUNTIES PUMP COMPANY I	5,553.68	5,553.68	0127240081 5610	KE/POOL/MO / REPAIRS/MAINT - O/S SERVICES
P64R0192	RIVERSIDE INSIGHTS	232.64	232.64	0131252011 4310	BR/MILD MODERATE/SE SEP CL/NSE /
P64A0038	RODRIGUEZ VALLS, DR. FERNANDO	11,000.00	11,000.00	0163379021 5805	TITLE IIIA / LIMITED ENG PROG / INSTRUCTIONAL
P64A0049	ROSETTA STONE LTD.	28,710.00	28,710.00	0163000910 5880	ED/LCFF-CONCENTRATION/INSTR / OTHER
P64R0160	SAN JOAQUIN COUNTY OF EDUCATIO	4,318.05	4,318.05	0104104072 5880	CERT HR/GENL ADM / OTHER OPERATING EXPENSE
P64S0020	SANDLER BROS.	1,121.14	1,121.14	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
P64R0239	SCHOOL NEWS ROLL CALL LLC	823.00	823.00	0102173071 5880	PUBLIC INFORMATION OFFICER / OTHER OPERATIN
P64R0240	SCHOOL NEWS ROLL CALL LLC	263.00	263.00	0102173071 5880	PUBLIC INFORMATION OFFICER / OTHER OPERATIN
P64T0082	SCHOOL SAVERS	153.28	153.28	0128000010 4310	CY/INSTR / INSTRUCTIONAL MATL & SUPPLIES
P64A0048	SCHOOL SERVICES OF CALIFORNIA	3,900.00	3,900.00	0106106072 5810	BUSINESS/GENL ADM / NON-INSTRUCTIONAL PROF
P64R0139	SCHOOL SPECIALTY INC	37,137.27	37,137.27	0153392510 4320	SP/LEARN LOSS MITIG-CRF/INST / OTHER
P64S0024	SCHOOL SPECIALTY INC	13,646.49	13,646.49	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
P64T0103	SCHOOLMART	334.66	334.66	0128000910 4310	CY/LCFF-CONCENTRATION/INSTR / INSTRUCTIONA
P64T0095	SCREENCASTIFY LLC	14,250.00	14,250.00	0108108077 5880	INFO SYSTEM/DP / OTHER OPERATING EXPENSES
P64C0030	SEHI COMPUTER PRODUCTS INC	999,728.59	999,728.59	0108392510 4310	EIT/LLM-CRF/INSTR / INSTRUCTIONAL MATL &
P64R0247	SEHI COMPUTER PRODUCTS INC	31,250.95	31,250.95	0100392581 4347	DO/LLM-CRF/M & 0 / OPERATIONS SUPPLIES - MISC
P64T0077	SEHI COMPUTER PRODUCTS INC	10,667.25	10,667.25	0106392081 4310	BUSINESS/ESSER-CARES ACT/M&O / INSTRUCTIONA
P64T0087	SEHI COMPUTER PRODUCTS INC	849.89	849.89	0134000927 4410	WA/LCFF-CONCENTRATION/SCH ADM / EQUIPMENT
P64T0111	SEHI COMPUTER PRODUCTS INC	3,241.12	3,241.12	0144000910 4410	LEX/LCFF-CONCENTRATION/INSTR / EQUIPMENT -
P64T0112	SEHI COMPUTER PRODUCTS INC	1,050.31	1,050.31	0108392510 4410	EIT/LLM-CRF/INSTR / EQUIPMENT -
P64T0113	SEHI COMPUTER PRODUCTS INC	4,559.13	4,559.13	0138000910 4410	BA/LCFF-CONCENTRATION/INSTR / EQUIPMENT -

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P64T0119	SEHI COMPUTER PRODUCTS INC	677.86	677.86	0121000910 4310	WE/LCFF-CONCENTRATION/INSTR / INSTRUCTIONA
P64T0124	SEHI COMPUTER PRODUCTS INC	25,572.61	22,900.41	0135000910 4310	DA/LCFF-CONCENTRATION/INSTR / INSTRUCTIONA
			2,672.20	0135000910 4410	DA/LCFF-CONCENTRATION/INSTR / EQUIPMENT -
P64T0141	SEHI COMPUTER PRODUCTS INC	2,429.68	2,429.68	0144000910 4410	LEX/LCFF-CONCENTRATION/INSTR / EQUIPMENT -
P64R0171	SHIELD FIRE PROTECTION	5,025.00	5,025.00	0110230081 5610	MAINTENANCE/MO / REPAIRS/MAINT - O/S SERVICE
P64R0174	SHIELD FIRE PROTECTION	4,600.00	4,600.00	0110230081 5610	MAINTENANCE/MO / REPAIRS/MAINT - O/S SERVICE
P64T0104	SNO SITES	431.00	431.00	0120000910 5880	AN/LCFF-CONCENTRATION/INSTR / OTHER
P64X0282	SOCALGRAD	1,000.00	1,000.00	0115115010 4310	EDUCATION/INSTR / INSTRUCTIONAL MATL &
P64X0290	SOCALGRAD	5,000.00	5,000.00	0123140027 4320	SA/SCH ADM/SCH ADM / OTHER OFFICE/MISC
P64C0028	SOUTHWEST SCHOOL AND OFFICE SU	2,854.30	2,854.30	0153393510 4310	SP/LEARN LOSS MITIGATION-S & C / INSTRUCTIONA
P64R0141	SOUTHWEST SCHOOL AND OFFICE SU	1,537.75	1,537.75	0153392510 4320	SP/LEARN LOSS MITIG-CRF/INST / OTHER
P64R0229	SOUTHWEST SCHOOL AND OFFICE SU	542.54	542.54	0100595500 4320	COMMUNITY FOUNDATION GRANT / OTHER
P64S0025	SOUTHWEST SCHOOL AND OFFICE SU	73,754.07	73,754.07	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
P64R0146	STAPLES	223.84	223.84	0128261012 4310	SE RES SP(RSP)/SE RES SP/NSEV / INSTRUCTIONAL
P64R0151	STAPLES	173.45	173.45	0128088039 4320	CY/PARENT CENTER/OTH PUPIL SER / OTHER
P64R0194	STAPLES	100.05	100.05	0104104072 4320	CERT HR/GENL ADM / OTHER OFFICE/MISC SUPPLIE
P64R0250	STAPLES	239.44	239.44	0128140027 4320	CY/SCH ADM/SCH ADM / OTHER OFFICE/MISC
P64R0150	STAPLES ADVANTAGE	619.69	619.69	0128000010 4310	CY/INSTR / INSTRUCTIONAL MATL & SUPPLIES
P64R0165	STAPLES ADVANTAGE	527.71	527.71	0107107072 4320	ACCTG /GENL ADM / OTHER OFFICE/MISC SUPPLIES
P64R0187	STAPLES ADVANTAGE	497.09	497.09	0128037010 4310	CY/SOC SCI/INSTR / INSTRUCTIONAL MATL &
P64T0076	STAPLES ADVANTAGE	817.68	817.68	0138140027 4410	BALL/SCH ADM/SCH ADM / EQUIPMENT -
P64R0176	STATS MEDIC LLC	2,077.96	2,077.96	0128000910 5880	CY/LCFF-CONCENTRATION/INSTR / OTHER
P64T0089	SWIVL INC	77,590.78	77,590.78	0108392510 4410	EIT/LLM-CRF/INSTR / EQUIPMENT -
P64T0102	T MOBILE	372,400.00	372,400.00	0108108077 5930	INFO SYSTEM/DP / INTERNET SERVICE

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P64T0134	T MOBILE	558,600.00	441,294.00	0108392010 5930	EIT/ESSER-CARES ACT/INSTR / INTERNET SERVICE
			117,306.00	0108392510 5930	EIT/LLM-CRF/INSTR / INTERNET SERVICE
P64T0135	T MOBILE	555,000.00	438,450.00	0108392010 5930	EIT/ESSER-CARES ACT/INSTR / INTERNET SERVICE
			116,550.00	0108392510 5930	EIT/LLM-CRF/INSTR / INTERNET SERVICE
P64R0154	TEACHERS PAY TEACHERS	273.18	273.18	0163379010 4310	TITLE IIIA / LIMITED ENG PROF / INSTRUCTIONAL
P64R0248	TEN3 LLC	5,387.50	5,387.50	0100392581 4347	DO/LLM-CRF/M & 0 / OPERATIONS SUPPLIES - MISC
P64S0029	TEN3 LLC	16,889.81	16,889.81	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
P64T0140	THREE HILL PATH INC	13,032.80	13,032.80	0111220081 5880	OPERATIONS - GENERAL / OTHER OPERATING
P64A0057	THRIVELY	75,000.00	75,000.00	0117546021 5880	SWP K12 PATHWAY IMPR GRANT / OTHER
P64T0121	TROXELL COMMUNICATIONS INC	817.23	817.23	0128000910 4310	CY/LCFF-CONCENTRATION/INSTR / INSTRUCTIONAL
P64R0149	TUTTLE PUBLISHING	115.01	115.01	0163379010 4210	TITLE IIIA / LIMITED ENG PROF / BOOKS AND
P64R0197	U S BANK	998.25	998.25	0106106072 5880	BUSINESS/GENL ADM / OTHER OPERATING EXPENS
P64X0284	U S BANK	2,000.00	2,000.00	0131000910 4310	BR/LCFFF-CONCENTRATION/INSTR / INSTRUCTIONAL
P64X0285	U S BANK	2,500.00	2,500.00	0135013010 4310	DALE/HECT/INSTR / INSTRUCTIONAL MATL &
P64X0286	U S BANK	25,000.00	25,000.00	0117546021 4310	SWP K12 PATHWAY IMPR GRANT / INSTRUCTIONAL
P64X0293	U S BANK	90,000.00	90,000.00	0112112072 5210	PURCHASING/GENL ADM / TRAVEL AND
P64R0200	ULINE	482.64	482.64	0144000081 4347	LEX/MO / OPERATIONS SUPPLIES - MISC
P64R0201	ULINE	1,124.67	1,124.67	0125000081 4347	KA/MO / OPERATIONS SUPPLIES - MISC
P64R0202	ULINE	423.39	423.39	0125000081 4347	KA/MO / OPERATIONS SUPPLIES - MISC
P64R0251	ULINE	607.96	607.96	0172392572 4320	SS/LLM-CRF/GEN ADMIN / OTHER OFFICE/MISC
P64X0281	ULINE	500.00	500.00	0144054040 4347	LEX/AFTSCHL/ANCIL / OPERATIONS SUPPLIES - MIS
P64R0195	UNITED STATES ACADEMIC DECATHL	754.25	754.25	0123000910 4310	SA/LCFF-CONCENTRATION/INSTR / INSTRUCTIONAL
P64R0213	VISION COMMUNICATIONS CO.	322.17	322.17	0135140027 4320	DALE/SCH ADM/SCH ADM / OTHER OFFICE/MISC
P64R0148	W W NORTON AND CO INC	2,676.81	2,676.81	0117751110 4150	IS/DUAL ENROLLMENT/INSTR / TEXTS - STATE

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P64R0166	WASHINGTON MUSIC CENTER	128,592.88	39,851.55	0153392510 4310	SP/LEARN LOSS MITIG-CRF/INST / INSTRUCTIONAL
			88,741.33	0153392510 4410	SP/LEARN LOSS MITIG-CRF/INST / EQUIPMENT -
P64C0033	WEATHERPROOFING TECHNOLOGIES I	890.00	890.00	0138241081 5610	BALL/ROOF/MO / REPAIRS/MAINT - O/S SERVICES
P64R0226	WESTCOR ENVIRONMENTAL INC	6,449.00	6,449.00	0132230081 5610	OR/GENERAL/MO / REPAIRS/MAINT - O/S SERVICES
P64R0198	WESTMINSTER SCHOOL DISTRICT	4,000.00	4,000.00	0163452010 5100	EL/BIL TCHR PD-BECOME (BTPDP) /
P64R0218	WESTMINSTER SCHOOL DISTRICT	11,131.03	11,131.03	0163452010 5100	EL/BIL TCHR PD-BECOME (BTPDP) /
P64R0220	WESTMINSTER SCHOOL DISTRICT	6,000.00	6,000.00	0163452010 5100	EL/BIL TCHR PD-BECOME (BTPDP) /
P64X0209	WHITE CAP BRANCH 6186	5,000.00	5,000.00	0110230081 4355	MAINTENANCE/MO / MAINTENANCE SUPPLIES
	Fund 01 Total:	15,063,167.16			
	Fund 14 Total:	24,130.00			
	Fund 25 Total:	7,498.75			
	Fund 26 Total:	890,925.61			
	Total Amount of Purchase Orders:	15,985,721.52			

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K64A0252	TWINING CONSULTING	1,250,000.00	+250,000.00	2600731185 6250	GOB SERIES 2018 - MEAS H / PLANNING -TESTING
N64C0150	ABE'S PLUMBING	10,100.00	+10,236.25	0123239081 5610	SA/PLUMB/MO / REPAIRS/MAINT - O/S SERVICES
N64R1472	FLAGHOUSE INC	210.83	+45.89	0147257011 4310	SEVER HDCP/SE SEP CL/SEV / INSTRUCTIONAL MATL
N64T0495	APPLE INC	1,263.52	+5.00	0142025040 4410	OXFORD/ANCIL / EQUIPMENT - NON-CAPITALIZED
N64T0503	TROXELL COMMUNICATIONS INC	864.82	-43.67	0121000910 4310	WE/LCFF-CONCENTRATION/INSTR / INSTRUCTIONAL
N64T0616	AREY JONES EDUCATIONAL SOLUTIO	46,495.64	+9,129.75	0117750610 4410	IS/CTE/INSTR / EQUIPMENT - NON-CAPITALIZED
P64A0027	EIDE BAILLY LLP	103,928.55	+45,928.55	0107107071 5820	ACCTG /AUDIT / AUDIT FEES
P64M0004	KYA SERVICES	34,123.59	+2,724.90	0131233081 5610	BR/FLOOR/MO / REPAIRS/MAINT - O/S SERVICES
P64R0031	A ALVARADO PAINTING	11,815.00	+2,350.00	0131237081 5610	BR/PAINT/MO / REPAIRS/MAINT - O/S SERVICES
P64R0054	SCP DISTRIBUTORS LLC	5,427.12	+602.71	4128735085 6274	2017 COPS PROJECT FUND / CONSTRUCTION - OTHER
P64R0055	SCP DISTRIBUTORS LLC	9,771.35	+940.26	4124735085 6274	2017 COPS PROJECT FUND / CONSTRUCTION - OTHER
P64R0078	PEARSON EDUCATION	85,251.38	+506.29	0116400010 4210	ED/MANDATED 1-TIME FUNDS/INSTR / BOOKS AND
P64R0080	JIM'S MUSIC CENTER	15,488.52	-6,606.15	0115392010 4310	ED/ESSER-CARES ACT/INSTR / INSTRUCTIONAL MATL
			+15,488.52	0115392510 4310	ED/LLM-CRF/INSTR / INSTRUCTIONAL MATL &
P64R0088	PEARSON EDUCATION	11,147.35	+57.53	0116400010 4210	ED/MANDATED 1-TIME FUNDS/INSTR / BOOKS AND
P64R0089	PEARSON EDUCATION	120,126.95	+713.41	0116400010 4210	ED/MANDATED 1-TIME FUNDS/INSTR / BOOKS AND
P64R0090	PEARSON EDUCATION	48,438.47	+287.85	0116400010 4210	ED/MANDATED 1-TIME FUNDS/INSTR / BOOKS AND
P64R0091	PEARSON EDUCATION	75,563.73	+448.76	0116400010 4210	ED/MANDATED 1-TIME FUNDS/INSTR / BOOKS AND
P64S0010	GLASBY MAINTENANCE SUPPLY CO.	4,357.02	+1,962.90	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
P64T0030	OPEN FUTURE LLC	5,869.33	+149.33	0147361010 5880	HOPE/ESSA SCH IMPROV FUND(CSI) / OTHER
P64T0063	MAC-FUSION	286.66	+187.66	0128009010 5610	CY/PHOTO/INSTR / REPAIRS/MAINT - O/S SERVICES
P64T0074	SEHI COMPUTER PRODUCTS INC	20,610.37	-2,362.31	0119473010 4310	SYS/WORKABILITY/INSTR / INSTRUCTIONAL MATL &
P64X0117	INLAND TOP SOIL MIXES INC.	15,120.28	+5,120.28	0111220081 4347	OPERATIONS - GENERAL / OPERATIONS SUPPLIES -

ANAHEIM UHSD

EXHIBIT PP

PURCHASE ORDER DETAIL REPORT - CHANGE ORDERS
BOARD OF TRUSTEES 09/15/2020

FRO 08/04/2020 TO 09/03/2020

<u>PO</u> <u>NUMBE</u>	<u>VENDOR</u>	<u>PO</u> <u>TOTAL</u>	<u>CHANGE</u> <u>AMOUNT</u>	<u>ACCOUNT</u> <u>NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
P64X0182	PINNACLE CLAIMS MANAGEMENT INC	30,000.00	+25,000.00	6900690060 5812	HEALTH AND WELF/ENTERP / ADMIN FEE - HEALTH &
	Fund 01 Total:		86,330.74		
	Fund 26 Total:		250,000.00		
	Fund 41 Total:		1,542.97		
	Fund 69 Total:		25,000.00		
	Total Amount of Change Orders:		362,873.71		

VENDOR CHECK REGISTER
August 4, 2020 Through September 03, 2020

<u>VENDOR NAME</u>	<u>VENDOR ID</u>	<u>OBJECT</u>	<u>AMOUNT</u>	<u>CK#</u>
5 DOLLAR SCHOOL TEES	V6412142	4310	395.15	00165221
5 STAR STUDENTS LLC	V6411963	5880	1249	00164945
99 CENTS ONLY STORES	V6413869	4320	26263.72	00165259
A 1 FENCE COMPANY	V6408537	4355	2045.1	00165265
		4410	11615.5	00165222
		5610	2348	00164918
			1439	00165265
		6490	11615.5	00165222
A ALVARADO PAINTING	V6406348	5610	3200	00164891
			10500	00164919
			2400	00165052
A AND C URGENT CARE	V6412935	5810	105	00165053
A U H S D FOOD SERVICE DEPT	V6400023	4390	822	00165149
		5880	73.5	00165149
A Z BUS SALES INC.	V6400025	4385	298.74	00165266
AAA ELECTRIC MOTOR SALES	V6400033	4355	68.25	00164892
			119.59	00165054
			148.74	00165104
			1063.25	00165236
AARDVARK CLAY AND SUPPLIES INC	V6400035	4310	347.4	00164893
ABC SCHOOL EQUIPMENT INC	V6400047	4410	3273.23	00165055
ABE'S PLUMBING	V6406307	5610	10100	00165087
		6490	14590	00165105
ACORN MEDIA	V6400068	4310	18155.88	00165150
			2217.5	00165267
ACS BILLING SERVICE	V6400072	5530	149.02	00165056
		5580	3168.96	00165056
ACSA FOUNDATION FOR EDUC. ADMIN.	V6400076	5310	7879.4	00165260
ADI	V6400095	4355	193.98	00164894
			713.77	00165011
			99.1	00165057
ADVANCED WILDLIFE REMOVAL	V6413009	5610	89	00165012
ADVANTAGE WEST INVESTMENT ENTERPRISES INC.	V6412537	9320	3523.49	00165013
AERIES SOFTWARE INC	V6409157	5880	119328	00164946
AGRI TURF DISTRIBUTING LLC	V6412836	4347	698.51	00164895
			295.18	00165014
AIRSUPPLY TOOLS INC.	V6412933	4375	651.1	00165268
		4385	543.31	00165268
ALBRIGHT LIGHTING PLASTICS	V6410869	4355	392.94	00165269
ALTA LANGUAGE SERVICES INC.	V6413779	5810	5000	00165106
AMAZON WEB SERVICES INC.	V6412894	5880	5.78	00164896
AMERICAN CASUAL	V6407489	4345	659.44	00165173
AMERICAN FENCE COMPANY INC	V6407611	5610	101.1	00164971
			101.1	00165174
AMERICAN TIME	V6410391	4355	240.15	00165058
			5012.67	00165270
ANAHEIM ELEMENTARY SCHOOL DISTRICT	V6400254	5100	60553.64	00164947
			57556.21	00165059
ANAHEIM UNION HIGH SCHOOL DIST	V6400267	5454	48851.96	00165044
APPLE INC	V6400319	4310	486.58	00164897
			3965.11	00165060
			433.92	00165175
			15830.48	00165271
		4410	1030.64	00164897
			1254.3	00164948
AREY JONES EDUCATIONAL SOLUTIONS	V6411649	4410	1943.43	00165015
ARROW SERVICES INC	V6412839	5580	5856.14	00165016
			1895.4	00165272
ART SUPPLY WAREHOUSE	V6400350	4310	884.91	00165017
ARTICULATE GLOBAL INC	V6413709	5880	649	00165176

VENDOR CHECK REGISTER
August 4, 2020 Through September 03, 2020

<u>VENDOR NAME</u>	<u>VENDOR ID</u>	<u>OBJECT</u>	<u>AMOUNT</u>	<u>CK#</u>
AT AND T	V6400374	5918	56.33	00165178
	V6406157	5918	10123.58	00165177
ATKINSON ANDELSON LOYA RUUD	V6400383	5210	517	00165273
		5821	128.63	00164856
			26448.05	00165045
			1614.38	00165179
ATTAINMENT CO. INC.	V6400391	5880	4487.45	00165180
AUGUSTIN EGELSEE LLP	V6407847	5821	11500	00164898
B AND H PHOTO VIDEO INC	V6400422	4310	2124.98	00164949
			2190.1	00164972
			2423.32	00165088
			4154	00165107
			1396.39	00165181
		4320	486.13	00165107
		4410	6025.38	00164949
			642.16	00164972
			2172.3	00165107
B AND K ELECTRIC WHOLESale	V6400623	4355	136.94	00164899
			184.68	00165018
			95.27	00165182
B AND M LAWN AND GARDEN INC	V6400423	4347	3890.94	00165019
			775.72	00165061
			851.12	00165151
		4410	8471.84	00165237
		6490	15519.26	00165237
BAUTISTA,JOHN	V6409243	5210	157.8	00165046
BAVCO	V6407678	4355	4776.36	00165238
BCT ENTERTAINMENT	V6406302	4320	424.43	00165183
		4410	617.42	00165183
			1346.88	00165239
BEE BUSTERS	V6400472	4347	250	00165240
		5610	250	00164992
			375	00165062
BERTRAND'S MUSIC	V6412730	4310	2398.34	00165020
		4410	3047.09	00165020
BEST BUY FOR BUSINESS	V6408717	4320	90.48	00164920
BJ BINDERY	V6411113	5810	38522.4	00165241
BLICK ART MATERIALS LLC	V6401357	4310	818.76	00164973
		4320	3114.96	00165274
BLINDSIDE NETWORKS INC	V6413620	5880	112500	00165275
BOBCAT OF LOS ANGELES INC	V6412602	4347	47.96	00165152
		5610	12256.75	00165242
BOOK SYSTEMS INC	V6412321	5880	20596	00164993
BORDER TIRE	V6413240	4375	2073.16	00164900
BPS SUPPLY GROUP	V6400476	4355	51.08	00165021
BREAKOUT EDU	V6412649	4310	589.88	00165089
BRIDGEPORT GOLF CARS	V6413224	5610	6678.02	00165090
BRYANT, RENAE	V6412971	5210	147.96	00165047
BUSWEST LLC	V6407892	4376	576.49	00165276
BUYSHADE.COM	V6412747	4410	2346.6	00165022
C TECH CONSTRUCTION INC.	V6410905	5610	2045.84	00165091
CALIFORNIA DEPARTMENT OF EDUC.	V6400688	5810	157.5	00164994
CALIFORNIA PLUMBING PARTS	V6412567	4355	2389.59	00165023
			1537.2	00165063
			820.25	00165153
CALIFORNIA RETROFIT INC	V6406910	4355	1350.06	00164901
			1107.67	00165024
			623.07	00165191
CARASOFT TECHNOLOGY CORP	V6411374	5880	24334	00164902
CARPENTER, BEN	V6400479	4347	323.24	00165261
CCP INDUSTRIES INC	V6400816	9320	1707.95	00164903

VENDOR CHECK REGISTER
August 4, 2020 Through September 03, 2020

<u>VENDOR NAME</u>	<u>VENDOR ID</u>	<u>OBJECT</u>	<u>AMOUNT</u>	<u>CK#</u>
CDW GOVERNMENT INC.	V6400819	4310	133.06	00164921
		4410	3845.96	00164921
			1726.61	00165025
CEMEX	V6404364	4355	4814.63	00165108
			2519.91	00165026
			2689.71	00165064
CENGAGE LEARNING	V6404723	4210	2400	00165277
		4310	1895.97	00164904
CENTRAL RESTAURANT PRODUCTS	V6411274	4410	14810.02	00165278
CHEFS' TOYS	V6410110	4410	55.99	00164950
CHRISTIAN BUILDING MATERIALS	V6400919	4355	311.98	00165065
			291.51	00165192
CIF SOUTHERN SECTION	V6400941	5310	1935	00165243
CITY OF ANAHEIM	V6400957	5520	71744.92	00164922
			25534.25	00164974
			69823.5	00165048
			42641.76	00165154
		5530	62334.3	00164922
			926.75	00164974
			31201.95	00165048
			22598.52	00165154
		5580	7489.36	00164922
			3185.01	00164974
			9499.99	00165048
			5799.31	00165154
			5810	5224.88
CITY OF BUENA PARK	V6400958	5530	3233.42	00165155
		5580	323.34	00165155
CODESP	V6401009	5310	2800	00165109
COMPLETE OFFICE OF CA	V6411539	4347	17611.74	00164906
		9320	2606.69	00165110
COMPREHENSIVE DRUG TESTING INC.	V6410899	5810	420	00165066
COMPRESSOR PARTS AND REPAIR	V6413808	6490	8431.5	00165111
COSCO FIRE PROTECTION INC	V6412879	5610	1450	00164923
CREATIVE BUS SALES	V6409840	4385	102.29	00165156
CSPCA	V6409770	5210	1200	00165112
CSU FULLERTON	V6401173	5100	63188.13	00165049
CULVER NEWLIN	V6411589	4310	6774.2	00165193
		4410	8037.61	00165193
DAKTRONICS	V6408432	6490	21163.1	00165113
DEPARTMENT OF TOXIC SUBSTANCES CONTROL	V6406642	5880	5262.5	00164857
DOCUMENT TRACKING SERVICE LLC	V6408533	5880	7095	00164975
DON JOHNSTON INC	V6401390	5880	14850	00164951
DUDE SOLUTIONS INC	V6409324	5880	5339.6	00164952
DUNN EDWARDS PAINTS	V6401448	4355	250.3	00164907
			4608.16	00165114
EBERHARD EQUIPMENT	V6405532	4347	3666.02	00165194
			62.98	00165115
			4094.5	00165244
ECONOMY RENTALS INC	V6401478	5620	357.6	00165279
			294	00165027
			2298.79	00165067
EHP SOLUTIONS	V6412840	4310	196	00165116
			4299.23	00165117
EIDE BAILLY LLP	V6413546	5820	5000	00164924
			45928.55	00164995

VENDOR CHECK REGISTER
August 4, 2020 Through September 03, 2020

<u>VENDOR NAME</u>	<u>VENDOR ID</u>	<u>OBJECT</u>	<u>AMOUNT</u>	<u>CK#</u>
EIDIM AV TECHNOLOGY	V6413281	4410	603.39	00165028
EMARD, JENNIFER	V6413304	5210	168	00165280
ENCORP	V6409154	5810	5265	00165029
ENVIRONMENTAL REMEDIATION CONTRACTORS INC.	V6411629	5610	6850	00165157
EVERYTHING MEDICAL	V6404851	9320	418.53	00165050
EVOQUA WATER TECHNOLOGIES LLC.	V6408457	5610	476.4	00165281
EWING IRRIGATION PRODUCTS	V6401634	4355	518.95	00164858
			398.38	00165118
			373.77	00165158
			4262.67	00165195
FARMAN, JUANA	V6406999	5220	69.06	00164859
FEDEX	V6401675	5910	89.61	00164925
			42.46	00165196
FENN TERMITE AND PEST CONTROL	V6401679	5610	151	00164953
FERGUSON ENTERPRISES INC	V6409823	4355	81.89	00164976
			862.57	00165197
			441.19	00165223
			5606.48	00165282
FISHER SCIENCE EDUCATION	V6401697	4410	1176.63	00165198
FIVE STAR RUBBER STAMP INC	V6405116	4320	50.49	00164926
			103.75	00165224
FIX 4 LESS GOLF CARS	V6413062	5610	1690.14	00165245
			707.31	00165305
FLAGHOUSE INC	V6401703	4310	126.37	00165225
FLEET SERVICES INC	V6405625	4375	82.36	00164927
		4376	576.7	00165226
		4385	40.3	00165226
FLINN SCIENTIFIC INC	V6401708	4310	2591.59	00165227
FLIPPEN GROUP LLC, THE	V6412132	4310	250.25	00165199
FOCUSED FITNESS LLC	V6410633	5810	1500	00165228
FULLER TRUCK ACCESSORIES	V6401773	4355	278.83	00164928
		5610	6579.09	00164928
			699.56	00165123
FUSION LEARNING INC	V6413641	5880	10744	00165200
GAMA CONTRACTING SERVICES	V6413834	5610	12310	00165119
GAMBOA, MARIA	V6408269	5210	807.82	00165201
GANAHL LUMBER CO	V6401804	4355	4652.58	00165229
GARCIA, TRACY	V6413846	5220	67.45	00164977
GARTNER INC.	V6412983	5880	11290	00165124
GAS COMPANY, THE	V6404372	5510	3873.72	00165125
		7439	7061.94	00165125
GHATAODE BANNON ARCHITECTS	V6408656	5810	7500	00165230
GLASBY MAINTENANCE SUPPLY CO.	V6401863	4347	369.75	00164954
			205.61	00164978
			113.03	00165126
			605.07	00165202
		9320	2249.82	00164929
			144.3	00165126
			1962.9	00165202
GOLDEN STATE WATER COMPANY	V6408018	5530	42142.36	00165127
			12547.98	00165231
GONZALEZ, JESUS	V6413454	5220	93.16	00165128
GOODHEART WILLCOX CO INC	V6401899	4210	4899.85	00165232
GORM INC	V6401904	4347	29927.92	00164930
			25679.52	00164955
			35843.13	00165233
		4410	80592.29	00164930
			14221.38	00164955
			35858.26	00165283
		9320	6689.12	00164930
			2106.51	00165233

VENDOR CHECK REGISTER
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<u>VENDOR NAME</u>	<u>VENDOR ID</u>	<u>OBJECT</u>	<u>AMOUNT</u>	<u>CK#</u>
GOV CONNECTION INC	V6406748	5610	228	00165129
GOVERNMENT FINANCIAL STRATEGIES	V6401906	5810	1400	00165130
GOVERNMENTJOBS.COM	V6409634	5880	7387	00164860
GRACENOTES LLC	V6413857	5880	867.75	00165131
GRAINGER	V6404982	4355	391.39	00165092
			276.22	00165234
GREATER ANAHEIM SELPA	V6401927	5805	69064.65	00164861
		8311	89293.89	00165093
			89293.89	00165284
GREENS DISCOUNT GLASS AND SCREEN	V6409591	4355	419.78	00164979
GUYER, KATHLEEN	V6411049	5220	146.05	00165306
HAULWAY STORAGE CONTAINERS INC.	V6410468	5620	383.6	00165285
HCI SYSTEMS INC	V6413251	4320	924	00165203
HERNANDEZ, CHARLES	V6411583	5210	339.81	00165068
HOME DEPOT CREDIT SERVICES	V6405234	4347	27.33	00165132
		4355	179.49	00164862
			2225.21	00164980
			2623.18	00165094
			2786.29	00165184
		4370	126.43	00165132
HORIZON	V6408259	4347	662.02	00164931
			1553.61	00165307
HORIZON MECHANICAL CONTRACTORS OF CALIFORNIA	V6413451	6490	4984.84	00165185
HOUGHTON MIFFLIN HARCOURT	V6407563	4210	20570.95	00165246
HUTCHINGS, CHRISTY	V6407088	4310	207.56	00164956
IMAGE SOURCE	V6412458	4320	6250	00164932
INLAND TOP SOIL MIXES INC.	V6402153	4347	5120.28	00164863
			5120.28	00164981
			3840.22	00165204
INSTITUTE FOR EDUCATIONAL LEADERSHIP, THE	V6411932	5210	5750	00164957
INTELEYSONE INC.	V6412444	5610	1999	00165186
		5880	1293.74	00165186
INTERNATIONAL E Z UP INC	V6412784	4347	14746.77	00165286
		4410	76.5	00165133
J AND B MATERIALS	V6400875	4355	1409.6	00164864
			1409.6	00164982
			2570.87	00165247
J.W. PEPPER AND SON INC.	V6402214	4310	108.33	00164933
			550.41	00165287
JACKSONS A S BREA F M P	V6406346	4355	941.2	00165308
		4370	46.97	00165187
		4375	19.33	00164934
		4385	23.14	00165187
			52.53	00165308
JAMES STANFIELD COMPANY INC	V6405288	5880	1576.25	00165248
JHM SUPPLY INC.	V6411647	4355	942.74	00164865
			1553.97	00164983
			3713.11	00165095
			1271.63	00165134
			2386.93	00165188
			63.12	00165205
			1463.43	00165249
			1123.94	00165309
JIM'S MUSIC CENTER	V6402345	4310	2602.16	00165250
			12886.36	00165288
JM AND J CONTRACTORS	V6410460	5610	11195.1	00164886
JOE RHODES MAINTENANCE SERVICE	V6402367	5610	354.68	00165310
JOHNSTONE SUPPLY	V6402415	4355	94.65	00164866
			77.9	00164935
			1437.16	00165251
			1035.91	00165311
JOSTENS	V6402437	4320	378.67	00165312

VENDOR CHECK REGISTER
August 4, 2020 Through September 03, 2020

<u>VENDOR NAME</u>	<u>VENDOR ID</u>	<u>OBJECT</u>	<u>AMOUNT</u>	<u>CK#</u>
JUNIOR LIBRARY GUILD	V6402477	4210	1542.34	00165252
			5912.13	00165313
JUSTICE TESTING	V6413455	5610	300	00164936
KAMI	V6413853	5880	38750	00165206
KEENAN ASSOCIATES	V6409242	3901	4983	00164958
KNEPP, AMANDA	V6413870	5220	26.16	00165289
KNORR SYSTEMS INC.	V6402610	4355	7391.1	00164867
			7994.1	00165290
KYA SERVICES	V6411393	5610	51928.45	00165291
LABELL EXCHANGE	V6412680	5918	600	00165292
LAIRD PLASTICS	V6406890	4347	12863.2	00164937
LANGUAGE NETWORK INC	V6409301	5810	390	00165135
			1945	00165314
LAW OFFICE OF JOHN NOLTE	V6413828	5821	14000	00164938
LETTER PERFECT SIGNS	V6402726	4355	290.93	00164959
			275	00165207
			164	00165315
LLC, EXPLORELEARNING	V6413859	5880	199665	00165253
LO, JASON WEI	V6413850	5805	1620	00165096
MAKEMUSIC INC	V6409096	5880	51500	00165208
MARDAN CENTER OF EDUCATION	V6402945	5860	1731.35	00165136
MB PAINTING	V6413459	5610	16000	00165097
			2000	00165316
MC COY MILLS FORD	V6411093	4370	102.36	00164939
		6490	42580.69	00165189
MC FADDEN DALE HARDWARE CO	V6403056	4355	595.23	00164984
			775.73	00165098
			314.32	00165190
			47.25	00165209
			1080.53	00165317
		4375	281.68	00165317
		5620	152.44	00164868
MC GRAW HILL EDUCATION INC.	V6411310	4150	14071.93	00165254
		4210	352814.47	00165254
MCWIL SPORTS SURFACES INC	V6412723	5610	1126	00164940
MD INSTALLATIONS INT'L INC.	V6410469	4310	1583	00165210
		4410	3418	00165210
MINDKIND INSTITUTE LLC	V6412774	5810	7500	00165137
MISSION LINEN SUPPLY	V6411115	4388	197.24	00164985
			189.19	00165211
			98.62	00165255
			98.62	00165318
MONTENEGRO, ROBERT	V6403968	3701	3549	00164941
MONTGOMERY HARDWARE CO.	V6405624	4345	1536.29	00165138
		4355	2023.93	00164942
			3006.94	00164986
			210.76	00165293
		4410	1999.3	00165293
MORGAN, JANENE	V6412740	5210	540	00165099
MPS	V6404926	4150	60123.74	00165294
MUSIC AND ARTS CENTER	V6411397	4310	736.94	00165212
			56.03	00165295
		4410	86987.66	00165212
NASCO	V6403253	4310	-4.81	00165296
		9320	646.16	00165296
NEARPOD INC	V6413059	5880	92000	00165297
NETOP	V6406702	5880	1184	00164943
NEWEGG BUSINESS INC	V6412716	4320	2585.78	00165256
NIMCO	V6403365	4310	651.7	00164987

VENDOR CHECK REGISTER
August 4, 2020 Through September 03, 2020

<u>VENDOR NAME</u>	<u>VENDOR ID</u>	<u>OBJECT</u>	<u>AMOUNT</u>	<u>CK#</u>
NORTHSTAR AV LLC	V6411265	4310	915.88	00164988
			144.39	00165100
OCDE	V6403452	5210	600	00165120
		5880	5000	00165298
ONE DAY SIGNS	V6405664	4320	440.23	00164909
OPEN FUTURE LLC	V6413833	5880	5720	00165159
			149.33	00165299
ORANGE COUNTY FARM SUPPLY	V6403455	4347	325.16	00165300
ORANGE COUNTY FIRE PROTECTION	V6403457	5610	80.5	00164910
ORANGE COUNTY HEALTH CARE AGENCY	V6407003	5810	159571.81	00164869
ORANGE COUNTY PUBLIC SAFETY	V6411157	5810	14300	00165139
ORANGE COUNTY SCHOOL BOARDS ASSN	V6405233	5310	250	00165069
O'REILLY AUTO PARTS	V6411401	4370	73.25	00164908
			301.79	00165030
		4385	17.33	00164908
ORRAVAN MECHANICAL	V6411315	5610	7999	00165031
ORVAC ELECTRONICS	V6403479	4355	90.4	00164870
			461.34	00165070
PADLET	V6413847	5880	10000	00165301
PAK, EMILY	V6413854	5210	500	00165032
PARADIGM HEALTHCARE SERVICES	V6403536	5810	5484.69	00165140
PARKER AND COVERT LLP	V6403544	5821	503.5	00164911
PBS SOCIAL	V6411330	5880	500	00164871
PCASC	V6403602	5310	200	00165160
PEARSON EDUCATION	V6403609	4210	228628.72	00165161
PENNER PARTITIONS INC	V6403625	5610	9390	00165071
PIPS	V6407384	3601	379290.75	00164912
		3602	126430.25	00164912
PITNEY BOWES	V6403677	4347	78.3	00164872
		5910	8805.4	00164960
POOL SUPPLY OF ORANGE COUNTY	V6403700	4355	5009.94	00165072
POWERSCHOOL GROUP LLC	V6412718	5880	19322.11	00165141
PREVENTION PARTNERS	V6403744	4310	590.81	00164961
PRINGLES DRAPERIES AND BLINDS	V6405953	4355	6041.08	00165004
PROTEX INDUSTRIES LLC	V6413719	4410	2698.34	00164873
RAPID RESPONSE PPE	V6413829	9320	65890	00165073
REAL, JEANNETTE	V6411176	5220	95.16	00165142
REALL, JULIEANNE	V6408222	5210	600	00165143
REFRIGERATION SUPPLIES DIST.	V6403873	4355	1494.34	00164874
			2305.74	00165074
REPUBLIC SERVICES OF SO. CALIFORNIA	V6410174	5580	6198.21	00165144
REVOLVING CASH FUND	V6405190	4320	78.65	00164989
		5880	647.16	00164989
		8699	169337.5	00164962
RODRIGUEZ VALLS, DR. FERNANDO	V6412404	5805	11000	00165302
RUBY CHEN	V6413842	5210	106.66	00164996
S.C. SIGNS AND SUPPLIES LLC	V6410977	4355	306.01	00165162
SAFETY KLEEN	V6404072	5610	1080	00164875
			437	00164913
			1080	00165075
SAN JOAQUIN COUNTY OF EDUCATION	V6408110	5880	4318.05	00165033
SANDLER BROS.	V6411003	9320	1121.14	00165163
SANGREN, SCOTT	V6413399	4320	429	00165076
SAWA BOOKS	V6413837	5210	209.82	00164876
SCHOLASTIC INC.	V6404152	4210	1594.59	00165164
SCHOOL SPECIALTY INC	V6404173	4310	443.39	00164877
SCHORR METALS INC	V6404179	4355	206.75	00165077
SCP DISTRIBUTORS LLC	V6411554	4355	706.84	00165101
SCREENCASTIFY LLC	V6413849	5810	14250	00165165
SCREENFLEX PORTABLE PARTITIONS INC	V6413263	4410	2280	00164914

VENDOR CHECK REGISTER
August 4, 2020 Through September 03, 2020

<u>VENDOR NAME</u>	<u>VENDOR ID</u>	<u>OBJECT</u>	<u>AMOUNT</u>	<u>CK#</u>
SEHI COMPUTER PRODUCTS INC	V6404221	4310	1148706.95	00164878
			19745.41	00164915
			81101.9	00164963
			118.53	00165005
			2542.9	00165166
		4320	474.1	00165166
		5610	36025	00164963
SHERWIN WILLIAMS CO., THE	V6410919	4355	1001.71	00165034
			480.86	00165167
SHIELD FIRE PROTECTION	V6410947	5610	9625	00165168
SHRED IT USA LLC	V6411124	5610	87.71	00164879
SIGLER INC., RUSSELL	V6410420	4355	1114.03	00164880
			485.11	00165006
SOFTCHOICE CORPORATION	V6413514	5880	130103.62	00165078
SOUTHERN CALIFORNIA EDISON CO.	V6404370	5520	83895.54	00165007
SOUTHWEST SCHOOL AND OFFICE SUPPLY	V6404383	9320	3836.5	00164881
SPICERS PAPER INC	V6404405	4320	10676.95	00164882
			1876.98	00165035
SPORTS FACILITIES GROUP INC	V6410318	5610	11994.88	00165303
		6490	5678.36	00165079
SPRINT SOLUTIONS INC	V6411072	5918	321.15	00165213
STAPLES ADVANTAGE	V6410116	4310	242.14	00164883
		4320	229.49	00164883
STATISTA INC	V6412709	5880	24089.63	00164916
STEINBRICK, GAIL	V6408751	5220	74	00165145
STRAIGHT UP ABILITIES	V6413724	5805	150	00165080
SUNBELT FLOORING INC	V6413010	5610	19969	00164917
SYNED	V6413839	4310	1620	00164964
T MOBILE	V6410424	5918	235.2	00164884
			4149.21	00165102
		5930	14933.96	00165102
			14929.97	00165319
THEATREFOLK LTD.	V6412578	4310	408.1	00165036
		5880	700	00165036
TRANE US INC	V6413720	5610	98694.43	00165037
		6270	362300.78	00165037
TRILLIUM FINISHING	V6412701	5810	13356.81	00165081
TROXELL COMMUNICATIONS INC	V6404796	4410	5947.8	00164965
TRUMAN ARNOLD COMPANIES	V6413612	4382	16901.34	00165214
TWINING CONSULTING	V6412575	5810	571	00165262
U S BANK	V6406511	5880	998.25	00165169
ULINE	V6406546	5610	839.8	00165008
			234.6	00165082
UNITED OF OMAHA	V6411969	3901	124551	00164966
US AIR CONDITIONING DISTRIBUTORS	V6404317	4355	87.52	00165038
VALLEY VISTA SERVICES INC	V6411966	5580	2569.64	00165146
VASQUEZ, WENDY	V6413614	5870	1973.3	00165009
VERTICAL TRANSPORT INC	V6413440	5610	1760	00164967
VISION COMMUNICATIONS CO.	V6404955	5610	348.96	00165083
VITAL INSPECTION SERVICES INC	V6412251	6291	1944	00164997
WAGER, DOUG	V6401420	5210	120.91	00165147
WALTERS WHOLESALE	V6409053	4355	245.38	00165010
			611.25	00165084
WARD'S NATURAL SCIENCE EST	V6404999	4310	285.15	00165085
WESTCOR ENVIRONMENTAL INC	V6412893	5610	2849	00164968
WHY TRY INC.	V6407296	5810	7000	00165148
WINZER	V6412060	4375	426.18	00165086
XELLO	V6410122	5880	849	00165170
XEROX FINANCIAL SERVICES LLC	V6412617	5620	266.42	00165320
GENERAL FUND (0101)			6,927,498.82	

VENDOR CHECK REGISTER

August 4, 2020 Through September 03, 2020

<u>VENDOR NAME</u>	<u>VENDOR ID</u>	<u>OBJECT</u>	<u>AMOUNT</u>	<u>CK#</u>
AUDIO VISUAL INNOVATIONS INC	V6408229	6460	1149.69	00165039
CALIFORNIA DEPARTMENT OF EDUC.	V6400688	6220	7385.85	00164998
CULVER NEWLIN	V6411589	4310	137825.54	00165215
		4410	42625.8	00165215
DIVISION OF THE STATE ARCHITECT	V6411414	6210	320.36	00164999
ERICKSON HALL CONSTRUCTION CO	V6413032	6165	25445.75	00164887
			108588.6	00164990
			575678.05	00165121
FAST TRACK CONSTRUCTION CORPORATION	V6410454	6165	132032.94	00164969
HCI SYSTEMS INC	V6413251	6276	315	00165000
PERKINS EASTMAN ARCHITECTS DCP	V6412384	6212	104280	00165257
RED DRAGON ELECTRIC INC	V6413809	6212	72257	00165258
REVOLVING CASH FUND	V6405190	6222	695	00164991
VITAL INSPECTION SERVICES INC	V6412251	6291	2187	00165001
GO BOND FUND SERIES 2018 (2126)			1,210,786.58	
B AND H PHOTO VIDEO INC	V6400422	6411	1281.49	00164885
			5499.74	00165122
EIDIM AV TECHNOLOGY	V6413281	6411	7910.1	00164944
IVL CONTRACTORS INC	V6412936	6221	30675	00164970
SCHOOL FACILITY CONSULTANTS	V6404158	5810	1367.5	00165040
SEHI COMPUTER PRODUCTS INC	V6404221	6413	26406.47	00165171
TWINING CONSULTING	V6412575	6290	580	00165263
CAPITAL FACILITIES FUND (2525)			73,720.30	
FAST TRACK CONSTRUCTION CORPORATION	V6410454	6165	202232.2	00165002
SCP DISTRIBUTORS LLC	V6411554	6274	5427.12	00165103
			9703.72	00165216
TWINING CONSULTING	V6412575	6290	6432	00165264
VITAL INSPECTION SERVICES INC	V6412251	6291	4617	00165003
SPECIAL FACILITIES FUND (4041)			228,412.04	
AUHSD	V6400400	5890	4070.37	00165051
WORKER'S COMPENSATION FUND (6768)			4,070.37	
AMERICAN FIDELITY ASSURANCE COMPANY	V6408036	5450	9140.28	00164888
AUHSD	V6400400	5891	1924344.25	00165041
			1280916.4	00165235
BENEFIT AND RISK MANAGEMENT SERVICES	V6412889	5812	402829.52	00165172
CALIFORNIA SCHOOLS DENTAL COALITION	V6405368	5892	240847	00165217
DELTA DENTAL INSURANCE COMPANY	V6411391	5465	15708.34	00164889
EXPRESS SCRIPTS INC.	V6410974	5895	249391.87	00164890
			565372.89	00165042
			211704.3	00165218
GALLAGHER BENEFIT SERVICES INC.	V6408675	5812	13116.67	00165219
LINCOLN LIFE ASSURANCE COMPANY OF BOSTON	V6413790	5462	11725.32	00165220
PINNACLE CLAIMS MANAGEMENT INC.	V6409946	5812	361	00165304
RETIREE FIRST LLC.	V6413748	5466	28182.08	00165043
HEALTH & WELFARE INS FUND (6769)			4,953,639.92	
GRAND TOTAL ALL FUNDS			13,398,128.03	

**ANAHEIM UNION HIGH SCHOOL DISTRICT
ASB SUMMARY OF CASH BALANCES
JUNE 2020**

School Name	Prior Month Total	Current Month			Total
		Checking	Petty Cash / Change Fund	Savings	
Anaheim	472,033.94	327,265.93	1,000.00	53,180.25	381,446.18
Western	456,614.59	182,372.35	1,275.00	126,558.14	310,205.49
Magnolia	121,482.49	82,566.63	-	-	82,566.63
Savanna	101,753.89	85,637.06		221.39	85,858.45
Loara	259,643.08	80,279.78	800.00	69,014.60	150,094.38
Katella	208,435.49	186,837.48	-	-	186,837.48
Kennedy	420,085.02	423,479.12	-	-	423,479.12
Cypress	680,839.60	584,510.73	-	-	584,510.73
Brookhurst	34,757.83	14,520.29	-	-	14,520.29
Orangeview	41,308.61	37,684.99	100.00	-	37,784.99
Walker	100,347.99	100,542.26	-	-	100,542.26
Dale	50,980.46	51,956.92	100.00	-	52,056.92
Sycamore	34,129.03	34,124.03	-	-	34,124.03
Ball	26,428.53	13,267.22	-	-	13,267.22
South	74,380.89	65,494.71	-	-	65,494.71
Oxford	468,962.44	380,163.73	350.00	-	380,513.73
Lexington	67,684.12	69,050.19	-	-	69,050.19
Hope	80,350.18	80,345.18	-	-	80,345.18
Gilbert	36,727.14	36,722.14	-	-	36,722.14
Total	3,736,945.32	2,836,820.74	3,625.00	248,974.38	3,089,420.12

Anaheim Union High School District
Cafeteria Fund
Financial Statements
June 2020



Statement of Revenue and Expense

Anaheim Union High School District

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EXHIBIT SS

	Period 12 Ending in 06/30/2020				Period 12 Ending in 06/30/2019			
	Monthly	%	YTD	%	Monthly	%	YTD	%
Revenue								
Local Revenue								
8621	\$0.00	0.00 %	\$287,349.00	1.42 %	\$9,567.67	0.43 %	\$420,312.67	1.74 %
Elementary - Lunch								
8622	\$0.00	0.00 %	\$0.00	0.00 %	\$0.00	0.00 %	\$61.25	0.00 %
Junior High - Breakfast								
8623	\$0.00	0.00 %	\$0.00	0.00 %	\$0.00	0.00 %	\$2,832.70	0.01 %
Junior High - Lunch								
8632	\$0.00	0.00 %	\$62,181.00	0.31 %	\$0.00	0.00 %	\$73,529.75	0.30 %
High School - Breakfast								
8633	\$0.00	0.00 %	\$606,408.00	2.99 %	\$2,125.83	0.10 %	\$769,858.83	3.19 %
High School - Lunch								
8635	\$0.01	0.00 %	\$674,862.13	3.33 %	\$42.93	0.00 %	\$947,608.57	3.92 %
A La Carte Sales								
8636	\$0.00	0.00 %	\$342.05	0.00 %	\$0.00	0.00 %	\$850.68	0.00 %
Adult Rev. - Breakfast								
8637	\$0.00	0.00 %	\$16,499.83	0.08 %	\$56.59	0.00 %	\$21,746.81	0.09 %
Adult Rev. - Lunch								
Local Revenue	\$0.01	0.00 %	\$1,647,642.01	8.13 %	\$11,793.02	0.53 %	\$2,236,801.26	9.26 %
Federal Reimbursements								
8200	\$236,788.20	10.33 %	\$3,521,611.42	17.37 %	\$55,725.51	2.49 %	\$3,632,107.37	15.04 %
Fed. Meal Rev.-Breakfast								
8220	\$376,708.50	16.44 %	\$11,639,730.27	57.41 %	\$231,024.30	10.34 %	\$14,048,452.30	58.17 %
Fed. Meal Rev.-Lunch								
8221	\$1,599,025.33	69.78 %	\$1,599,025.33	7.89 %	\$1,902,014.19	85.09 %	\$1,902,014.19	7.88 %
Donated Food Commodities								
8290	\$0.00	0.00 %	\$385,672.60	1.90 %	\$10,942.75	0.49 %	\$520,266.11	2.15 %
Misc Fed Rev.-Snack								
Federal Reimbursements	\$2,212,522.03	96.55 %	\$17,146,039.62	84.56 %	\$2,199,706.75	98.41 %	\$20,102,839.97	83.24 %
State Reimbursements								
8500	\$26,315.77	1.15 %	\$394,664.15	1.95 %	\$4,720.14	0.21 %	\$402,026.14	1.66 %
St. Meal Rev.-Breakfast								
8520	\$26,315.79	1.15 %	\$819,936.55	4.04 %	\$12,413.52	0.56 %	\$979,709.90	4.06 %
St. Meal Rev.-Lunch								
State Reimbursements	\$52,631.56	2.30 %	\$1,214,600.70	5.99 %	\$17,133.66	0.77 %	\$1,381,736.04	5.72 %
Other Revenue								
8638	\$139.00	0.01 %	(\$5,341.49)	-0.03 %	\$98.85	0.00 %	(\$17,094.61)	-0.07 %
Cash Over & Short								
8699	\$26,204.24	1.14 %	\$273,127.19	1.35 %	\$6,588.59	0.29 %	\$445,480.65	1.84 %
Spec Activity/Cater								
Other Revenue	\$26,343.24	1.15 %	\$267,785.70	1.32 %	\$6,687.44	0.30 %	\$428,386.04	1.77 %
Total Revenue	\$2,291,496.84	100.00 %	\$20,276,068.03	100.00 %	\$2,235,320.87	100.00 %	\$24,149,763.31	100.00 %
Expense								
Food Purchases & Govnmt								
4700	\$1,831,333.11	79.92 %	\$7,715,613.14	38.05 %	\$2,009,885.73	89.91 %	\$9,577,655.11	39.66 %
Food Purchases								
Food Purchases & Govnmt	\$1,831,333.11	79.92 %	\$7,715,613.14	38.05 %	\$2,009,885.73	89.91 %	\$9,577,655.11	39.66 %
Supplies								
4300	\$7,143.42	0.31 %	\$132,764.38	0.65 %	\$10,716.89	0.48 %	\$185,584.89	0.77 %
Materials & Supplies								



Statement of Revenue and Expense

Anaheim Union High School District

8/14/2020 5:22:29 PM
EXHIBIT SS

	Period 12 Ending in 06/30/2020				Period 12 Ending in 06/30/2019			
	Monthly	%	YTD	%	Monthly	%	YTD	%
4400	\$61.56	0.00 %	\$32,675.39	0.16 %	\$1,246.12	0.06 %	\$106,288.79	0.44 %
Noncapitalized Equipment-Under \$5000								
4790	\$13,918.07	0.61 %	\$585,941.01	2.89 %	\$31,579.33	1.41 %	\$720,079.90	2.98 %
Supplies (Food)								
Supplies	\$21,123.05	0.92 %	\$751,380.78	3.71 %	\$43,542.34	1.95 %	\$1,011,953.58	4.19 %
Salaries								
2200	\$396,310.12	17.29 %	\$7,880,442.19	38.87 %	\$434,415.69	19.43 %	\$7,772,944.67	32.19 %
Classified Salaries								
2300	\$36,086.75	1.57 %	\$505,984.59	2.50 %	\$45,443.17	2.03 %	\$555,461.83	2.30 %
Class.Sup/Admin Salaries								
2400	\$32,947.00	1.44 %	\$484,536.39	2.39 %	\$35,675.99	1.60 %	\$490,342.75	2.03 %
Clerical/Office Salaries								
2550	(\$123,390.00)	-5.38 %	\$0.00	0.00 %	(\$123,390.00)	-5.52 %	\$0.00	0.00 %
Food Service Vacation Pay								
Salaries	\$341,953.87	14.92 %	\$8,870,963.17	43.75 %	\$392,144.85	17.54 %	\$8,818,749.25	36.52 %
Benefits								
3202	\$65,151.49	2.84 %	\$1,372,290.99	6.77 %	\$65,933.16	2.95 %	\$1,241,208.71	5.14 %
PERS, Classified Position								
3302	\$35,729.49	1.56 %	\$670,007.10	3.30 %	\$39,420.62	1.76 %	\$664,981.99	2.75 %
OASD/MED/Classified Position								
3402	\$201,748.06	8.80 %	\$2,433,030.75	12.00 %	\$199,759.12	8.94 %	\$2,443,633.39	10.12 %
Hlth/Welfare, Classified								
3502	\$234.70	0.01 %	\$4,427.90	0.02 %	\$257.82	0.01 %	\$4,411.86	0.02 %
SUI, Classified Position								
3602	\$11,889.02	0.52 %	\$225,619.21	1.11 %	\$12,584.70	0.56 %	\$215,109.99	0.89 %
Workers Comp, Classified								
Benefits	\$314,752.76	13.74 %	\$4,705,375.95	23.21 %	\$317,955.42	14.22 %	\$4,569,345.94	18.92 %
Other Expenses								
5200	\$576.14	0.03 %	\$13,382.57	0.07 %	\$1,695.47	0.08 %	\$14,421.80	0.06 %
Travel & Conference								
5500	\$66,786.44	2.91 %	\$271,213.38	1.34 %	\$65,775.36	2.94 %	\$344,645.39	1.43 %
Operation & Housekeeping								
5600	\$4,658.09	0.20 %	\$62,124.04	0.31 %	\$4,561.86	0.20 %	\$107,342.14	0.44 %
Rental/Lease/Repair								
5800	\$12.00	0.00 %	\$166,231.32	0.82 %	\$2,743.43	0.12 %	\$150,603.93	0.62 %
Prof. Consult Service								
5900	\$593.10	0.03 %	\$33,912.47	0.17 %	\$1,296.36	0.06 %	\$25,420.97	0.11 %
Fax, Pager, Postage								
Other Expenses	\$72,625.77	3.17 %	\$546,863.78	2.70 %	\$76,072.48	3.40 %	\$642,434.23	2.66 %
Capital Outlay								
6500	\$42,814.52	1.87 %	\$148,520.68	0.73 %	\$0.00	0.00 %	\$142,105.13	0.59 %
Equipment- Over \$5000								
Capital Outlay	\$42,814.52	1.87 %	\$148,520.68	0.73 %	\$0.00	0.00 %	\$142,105.13	0.59 %
Total Expense	\$2,624,603.08	114.54 %	\$22,738,717.50	112.15 %	\$2,839,600.82	127.03 %	\$24,762,243.24	102.54 %
Net Profit (Loss)	(\$333,106.24)	-14.54 %	(\$2,462,649.47)	-12.15 %	(\$604,279.95)	-27.03 %	(\$612,479.93)	-2.54 %

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Balance Sheet

Anaheim Union High School District

06/30/2020

8/14/2020 4:26:28 PM
EXHIBIT SS

Account Number	Description	
Asset	Assets	
CASH		
9120	Cash-Checking	\$4,995,101.78
Total CASH		\$4,995,101.78
RECEIVABLE		
9210	A/R - Current	\$103,778.25
9280	A/R - State	\$259,556.56
9290	A/R - Federal	\$1,395,508.20
Total RECEIVABLE		\$1,758,843.01
INVENTORIES		
9321	Food	\$182,140.91
9323	Supplies	\$81,487.00
Total INVENTORIES		\$263,627.91
Total Asset		\$7,017,572.70
Liability	Liabilities and Fund Balance	
LIABILITIES		
9510	A/P - Current	\$1,081,404.05
9599	Purchases Clearing	\$0.00
9650	Deferred Revenue	\$180,785.52
Total LIABILITIES		\$1,262,189.57
Total Liability		\$1,262,189.57
Fund Balance	Liabilities and Fund Balance	
FUND BALANCE		
9780	Spending Plan/Central Kitchen	\$3,871,410.12
9798	Fund Balance	\$4,346,622.45
Total FUND BALANCE		\$8,218,032.57
Total Fund Balance		\$8,218,032.57
Current Year Profit (Loss)		(\$2,462,649.47)
Total Liabilities and Fund Balance		\$7,017,572.66

Show all data



EXHIBIT TT
 12007 Research Boulevard
 Suite 103
 Austin, Texas 78759
 office: 800-749-5086
 fax: 512-749-5086
 www.hayessoft.com

This Extension of Contract ("EXTENSION") is made this 24th day of August 2020, for the purpose of extending the contract known as the TIPWeb Agreement (the "Agreement") with an effective date of October 1, 2019 between Anaheim Union High School District ("DISTRICT") and Hayes Software Systems ("HAYES"), collectively (the "Parties").

The purpose of this Addendum is to extend the Term of the Agreement and to notify District of any changes to Annual Maintenance.

This addendum allows for an unlimited number of campuses to be added at no additional cost. All campuses will have the full capabilities of the software including the ability to assign/distribute materials to students and staff.

District agrees that the Term of the Agreement shall be extended for a new one-year term beginning October 1, 2020 and ending September 30, 2021 (the "New Term").

Updated Exhibits are as follows:

EXHIBIT E: COSTS, PAYMENT SCHEDULE AND TERMS, AND OTHER FEES

(b) Schedule of Payments:

Payment Due Date	Description of Payment	Payment Amount
October 1, 2020	Updates, Technical Support and One Annual Web-Based Refresher Training for IM.	**\$ 18,366.75

*****As an added feature now extended to districts, your annual maintenance fee includes one web-based refresher training session for TIPWeb-IM each year.***

This EXTENSION binds and benefits both Parties. This EXTENSION, including the original Agreement, is the entire agreement between the Parties.

All other terms and conditions of the Agreement remain unchanged, including DISTRICT's right to terminate the Agreement as described in Section 3.1.d of the Agreement.

IN WITNESS WHEREOF, the parties have executed this EXTENSION to be effective as of August 24, 2020.

HAYES:

HAYES SOFTWARE SYSTEMS

By: Matt Winebright



Title: President/Chief Executive Officer

Date: 8/24/2020

Federal Tax ID# **74-2576112**

DISTRICT:

Anaheim Union High School District

By: Dr. Jaron Fried
Print Name

Signature

Title: Assistant Superintendent, Ed. Division

Date: 9/16/20

ANAHEIM UNION HIGH SCHOOL DISTRICT
501 Crescent Way – P.O. Box 3520
Anaheim, CA 92803-3520

EDUCATIONAL CONSULTING AGREEMENT

THIS AGREEMENT is made and entered into this (Board Approval Date):

15th	day of	September	2020
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by and between

Vital Link

Independent Contractor, hereinafter referred to as "Consultant" and the Anaheim Union High School District, hereinafter referred to as "District."

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

WHEREAS such services and advice are not available at no cost from public agencies; and

WHEREAS Consultant is specially trained, experienced, and competent to provide the special services and advice required; and

WHEREAS such services are needed on a limited basis.

NOW, THEREFORE, the parties hereto agree as follows:

1. Services to be provided by Consultant:

Vital Link has served as a liaison for the Career Technical Education (CTE) advisory boards for the past 17 years in the following industry pathways: Arts, Media, and Entertainment; Building and Construction; Business and Finance; Culinary Arts; Engineering and Design; Education and Child Development; Fashion Design; Health Science and Medical Technology; Information and Communication Technologies; Manufacturing and Product Design; Marketing, Sales, and Service; Public Services; and Transportation. Vital Link will focus on the expansion of industry involvement on advisory boards, and assist faculty in the development of ongoing industry and educational partnerships and resources. Vital Link will also assist in the coordination of the interactive career exploration portion of the district's annual College and Career Fair.

Site/School:	District Office	Funds (Cost Center):	Perkins (3930)
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2. List of Other Supportive Staff or Consultants:

None

3. Consultant shall commence providing services under this AGREEMENT on:

Date:	September 15, 2020
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and shall diligently perform as specified and complete performance by:

Date:	July 31, 2021
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Consultant shall perform said services as an independent contractor and not as an employee of the District. Consultant shall be under the control of the District as to the result to be accomplished and not as to the means or manner by which such result is to be accomplished.

4. District shall prepare and furnish the following information to Consultant, upon request, such information as is reasonably necessary to the performance of Consultant to this AGREEMENT:

Vital Link has received a copy of the Anaheim Union High School District's Local Plan for Career Technical Education. Specific industry pathway program information will be provided, as needed.

5. District shall pay Consultant the maximum amount of

\$26,425

for services rendered

to # of people:	50 advisory board participants	# hours per day:	6	# of days:	20
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pursuant to this AGREEMENT. Payment shall be made 15 to 30 days after receipt of invoice. Consultant shall submit an invoice to District.

6. District may at any time for any reason terminate this AGREEMENT. Written notice by the District's superintendent shall be sufficient to stop further performance of services by Consultant. The notice shall be deemed given when received or no later than three (3) days after the day of mailing, whichever is sooner.
7. Consultant agrees to and shall hold harmless and indemnify District, its officers, agents, and employees from every claim or demand and every liability or loss, damage, or expense of any nature whatsoever, which may be incurred by reason of:
 - a. Liability for damages for death or bodily injury to person, injury to property, or any other loss, damage, expense sustained by Consultant or any person, firm, or corporation employed by Consultant upon or in connection with the services called for in this AGREEMENT except for liability for damages referred to above which result from the sole negligence or willful misconduct of District, its officers, employees, or agents.

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

Consultant, at Consultant's expense, cost, and risk, shall defend any and all actions, suits, or other proceedings that may be brought or instituted against the District, its officers, agents, or employees on any such claim, demand, or liability and shall pay or satisfy any judgment/lawsuit reimbursement that may be rendered against the District, its officers, agents, or employees in any action suit, or other proceedings as a result thereof.

8. This AGREEMENT is not assignable without written consent of the parties hereto.
9. Consultant and assistants shall comply with all applicable federal, state, and local laws, rules, regulations, and ordinances, including Worker's Compensation.
10. Consultant, if an employee of another public agency, certifies that Consultant shall not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to the AGREEMENT.
11. The following is a brief description of what will be achieved by Consultant as a result of this AGREEMENT:

The consultant will: (1) expand industry involvement and participation on the Advisory Boards; (2) identify and facilitate work-based learning experiences for students, such as field trips; (3) facilitate communication between AUHSD staff and industry professionals; and (4) provide services to assist in the development of ongoing industry and educational partner coordination of the interactive career exploration portion of the district's annual College and Career Fair.

12. What are the technical reasons Consultant is being hired as an Independent Contractor rather than an employee?

Vital Link provides a unique set of skills to act as the consultant for the CTE pathway programs. For the past ten years, Vital Link has facilitated the county-wide CTEoc Advisory Boards for Orange County school districts, the Regional Occupational Programs (ROP) and community colleges. She also sits on the executive board for the OC Pathways Consortium.

List any technical support that will need to be supplied by District:

None needed.

COMMON-LAW FACTORS**(IRS Revenue Rule 87-41)**

Mark all items that are true for the intended Consultant (if completing on-line, double click the box to mark):

- x **No Instructions:** The consultant will not be required to follow explicit instructions to accomplish the job.
- x **No Training:** The consultant will not receive training provided by the employer. The consultant will use independent methods to accomplish the work.
- x **Work Not Essential to the Employer:** The employer's success or continuation does not depend on the services of the consultant.
- x **Right to Hire Others:** The consultant is being hired to provide a result and will have the right to hire others for actual work, unless otherwise noted.
- x **Control of Assistants:** Assistants hired at consultant's discretion; consultant responsible for hiring, supervising, paying of assistants.
- x **Not a Continuing Relationship:** If frequent, will be at irregular intervals, on call, or whenever work is available.
- x **Own Work Hours:** Consultant will establish work hours for the job.
- x **Time to Pursue Other Work:** Since specific hours are not required, consultant may work for other employers simultaneously, unless otherwise noted.
- x **Job Location:** Consultant controls job location, under district discretion, whether on employer's site or not.
- x **Order of Work:** Consultant, rather than employer, determines order or sequence of steps in performance of work.
- x **No Interim Reports:** Only specific pre-determined reports defined in the consulting agreement.
- x **Basis of Payment:** Consultant paid for services rendered, if applicable (see Agreement #4); total compensation set in advance of starting the job.
- x **Business Expenses:** Consultant is responsible for incidental or special business expenses.
- x **Tools and Equipment:** Consultant furnishes the identified tools and equipment needed for the job.
- x **Significant Investment:** Consultant can perform services without using the employer's facilities. Consultant's investment in own trade is real, essential, and adequate.
- x **Possible Profit or Loss:** Consultant does these (check valid items):
- x Hires, directs, pays assistants
 - x Has equipment, facilities
 - x Has a continuing and recurring liability
 - x Performs specific jobs for prices agreed-upon in advance
 - Lists services in Business Directory
 - Other (explain) _____
- X **Work for Multiple Employers:** Consultant may perform services for more than one employer simultaneously, unless otherwise noted.
- x **Services Available to the General Public** (check valid items):
- Maintains an office
 - Business license
 - Business signs
 - Advertises services
 - Lists services in Business Directory
 - Other (explain) _____
- Limited Right to Discharge:** Consultant not subject to termination as long as contract specifications are met, unless otherwise noted (see Agreement #5 and #11).
- x **No Compensation for Non-Completion:** Responsible for satisfactory completion of job; no compensation for non-completion.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed:

CONSULTANT:	DISTRICT:
Typed Name of consultant (same as page 1):	
Vital Link	Anaheim Union High School District
Typed Name/Title of Authorized Signatory:	
Brian Dozer, President	Jaron Fried, Ed.D
Authorized Signature:	
Signature of Assistant Superintendent:	
Street Address:	
15401 Red Hill Avenue, Suite F	501 N. Crescent Way, P.O. Box 3520
City, State, Zip Code	
Tustin, CA 92610	Anaheim, CA 92803-3520
Date:	
August 21, 2020	September 15, 2020

Mark Appropriately:

Independent/Sole Proprietor:	
Corporation:	
Partnership:	
Other/Specify:	X

Social Security Number* or Federal Identification Number*

	33-0632256
--	------------

*Or, initial below:

	I have completed a new IRS Form W-9 that will be submitted directly to AUHSD Accounting.
--	---

Telephone Number:

E-mail Address:

(949) 646-2520	brian@viatlincoc.org
----------------	----------------------

If a company/corporation is being approved, the signature must be that of a responsible person. Typed company/corporation/individual's name must be identical to that on page 1.

PRINCIPAL/DISTRICT ADMINISTRATOR:

Signature of Principal or District Administrator (sign prior to submitting to District indicating review and approval):

Signature:		Date:	8/26/20
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ANAHEIM UNION HIGH SCHOOL DISTRICT
 501 Crescent Way – P.O. Box 3520
 Anaheim, CA 92803-3520

EDUCATIONAL CONSULTING AGREEMENT AMENDMENT

THIS AGREEMENT AMENDMENT is made and entered into this (Board Approval Date):

15 th	day of	September	2020
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in reference to the Consulting Agreement by and between

Illumination Institute

Independent Contractor, hereinafter referred to as “Consultant” and the Anaheim Union High School District, hereinafter referred to as “District” dated and Board approved:

July 2, 2020

and amends said Consulting Agreement as follows:

The Board of Trustees is requested to amend the consulting agreement with Illumination Institute. The original agreement was at a cost not to exceed \$53,000, for services provided June 19, 2020, through June 30, 2021.

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

The Board approved cost was not to exceed \$53,000 an increase to \$83,000 is requested to include Cambridge Virtual Academy and the implementation of mindfulness curriculum used at South Junior High School and Cambridge Virtual Academy and training for college tutors.. The total not to exceed amount should now be \$83,000.

The total amended cost for these services is not to exceed \$83,000. (LLM and LCFF Funds)

All other terms and conditions of the original agreement will remain in force.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed:

CONSULTANT:	DISTRICT:
--------------------	------------------

Typed Name of consultant (same as page 1):

Illumination Institute	Anaheim Union High School District
------------------------	------------------------------------

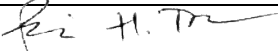
Typed Name/Title of Authorized Signatory:

Typed Name of Assistant Superintendent:

Brian Ton, Executive Director	Dr. Jaron Fried
-------------------------------	-----------------

Authorized Signature:

Signature of Assistant Superintendent:

	
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Street Address:

Street Address:

10061 Talbert Ave.	501 Crescent Way, P.O. Box 3520
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City, State, Zip Code

City, State, Zip Code

Fountain Valley, CA 92708	Anaheim, CA 92803-3520
---------------------------	------------------------

Date:

Date:

8/19/20	
---------	--

Mark Appropriately:

Independent/Sole Proprietor:	
Corporation:	
Partnership:	
Other/Specify:	X 501 (c) 3

Social Security Number*

or

Federal Identification Number*

	81-2103843
--	------------

*Or, initial here:

<input type="checkbox"/>	I have completed a new IRS Form W-9 that will be submitted directly to AUHSD Accounting.
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Telephone Number:


E-mail Address:

((888) 825-9001	brian@illuminationinst.org
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If a company/corporation is being approved, the signature must be that of a responsible person. Typed company/corporation/individual's name must be identical to that on page 1.

PRINCIPAL/DISTRICT ADMINISTRATOR:

Signature of Principal or District Administrator (sign prior to submitting to District indicating review and approval):

Signature: 	Date: 8/24/20
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ANAHEIM UNION HIGH SCHOOL DISTRICT
 501 Crescent Way – P.O. Box 3520
 Anaheim, CA 92803-3520

EDUCATIONAL CONSULTING AGREEMENT

THIS AGREEMENT is made and entered into this (Board Approval Date):

15 th	day of	September	2020
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by and between

Pivotal Leadership LLC dba MindKind Institute

Independent Contractor, hereinafter referred to as “Consultant” and the Anaheim Union High School District, hereinafter referred to as “District.”

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

WHEREAS such services and advice are not available at no cost from public agencies;

and

WHEREAS Consultant is specially trained, experienced, and competent to provide the special services and advice required; and

WHEREAS such services are needed on a limited basis.

NOW, THEREFORE, the parties hereto agree as follows:

1. Services to be provided by Consultant:

Leadership and Organizational Development, Coaching

Site/School:	District	Funds(Cost Center):	LLM Funds and ESSER Funds
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2. List of Other Supportive Staff or Consultants:

Jackie Counts

3. Consultant shall commence providing services under this AGREEMENT on:

Date: August 17, 2020

and shall diligently perform as specified and complete performance by:

Date: June 30, 2021

Consultant shall perform said services as an independent contractor and not as an employee of the District. Consultant shall be under the control of the District as to the result to be accomplished and not as to the means or manner by which such result is to be accomplished.

4. District shall prepare and furnish the following information to Consultant, upon request, such information as is reasonably necessary to the performance of Consultant to this AGREEMENT:

The District will need to manage the marketing/enrollment process to ensure Mindful Leadership Mission cohorts are adequately filled with a maximum of 30 participants each and Leadership Team Coaching cohorts are filled with 8 participants each AUHSD will also manage marketing for any Leadership in Focus seminars for 40-50 participants. MKI will provide consultative support on this process (up to 8 hours total).

5. District shall pay Consultant the maximum amount of

\$116,500.00

for services rendered

to # of people:	562	# hours per day:	N/A	# of days:	60
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pursuant to this AGREEMENT. Payment shall be made 15 to 30 days after receipt of invoice. Consultant shall submit an invoice to District.

6. District may at any time for any reason terminate this AGREEMENT. Written notice by the District's superintendent shall be sufficient to stop further performance of services by Consultant. The notice shall be deemed given when received or no later than three (3) days after the day of mailing, whichever is sooner.
7. Consultant agrees to and shall hold harmless and indemnify District, its officers, agents, and employees from every claim or demand and every liability or loss, damage, or expense of any nature whatsoever, which may be incurred by reason of:
 - a. Liability for damages for death or bodily injury to person, injury to property, or any other loss, damage, expense sustained by Consultant or any person, firm, or corporation employed by Consultant upon or in connection with the services called for in this AGREEMENT except for liability for damages referred to above which result from the sole negligence or willful misconduct of District, its officers, employees, or agents.

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

Consultant, at Consultant's expense, cost, and risk, shall defend any and all actions, suits, or other proceedings that may be brought or instituted against the District, its officers, agents, or employees on any such claim, demand, or liability and shall pay or satisfy any judgment/lawsuit reimbursement that may be rendered against the District, its officers, agents, or employees in any action suit, or other proceedings as a result thereof.

8. This AGREEMENT is not assignable without written consent of the parties hereto.
9. Consultant and assistants shall comply with all applicable federal, state, and local laws, rules, regulations, and ordinances, including Worker's Compensation.
10. Consultant, if an employee of another public agency, certifies that Consultant shall not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to the AGREEMENT.
11. The following is a brief description of what will be achieved by Consultant as a result of this AGREEMENT:

Consultant will support the district in 1) Empowering leaders to address the current crisis 2) Closing the learning gap 3) Building a strong partnership between admin, teachers and parents 4) Addressing mental health concerns 5) Educating leaders on Trauma Informed Education 6) Shaping online and distance learning practices 7) Helping parents homeschool with less anxiety 8) Supporting family systems 9) Racial tensions: Creating a psychologically safe environment

12. What are the technical reasons Consultant is being hired as an Independent Contractor rather than an employee?

The wide-ranging benefits of practicing mindfulness have been extensively written about in ABA Journal, as well as the front pages of Time and Newsweek magazines. While mindfulness is an excellent tool for increasing attention span, increasing memory capacity and recall speed, and reducing emotional reactivity, it holds the key to self-transformation through greater self-awareness, habitual self-reflection, improved communication, deeper compassion for self and others, harmonious collaborative relationships and enhanced ability to think critically and creatively.

List any technical support that will need to be supplied by District:

Anaheim Union High School District will provide technical support for online seminars, as needed.

**COMMON-LAW FACTORS
(IRS Revenue Rule 87-41)**

Mark all items that are true for the intended Consultant (if completing on-line, double click the box to mark):

- No Instructions:** The consultant will not be required to follow explicit instructions to accomplish the job.
- No Training:** The consultant will not receive training provided by the employer. The consultant will use independent methods to accomplish the work.
- Work Not Essential to the Employer:** The employer's success or continuation does not depend on the services of the consultant.
- Right to Hire Others:** The consultant is being hired to provide a result and will have the right to hire others for actual work, unless otherwise noted.
- Control of Assistants:** Assistants hired at consultant's discretion; consultant responsible for hiring, supervising, paying of assistants.
- Not a Continuing Relationship:** If frequent, will be at irregular intervals, on call, or whenever work is available.
- Own Work Hours:** Consultant will establish work hours for the job.
- Time to Pursue Other Work:** Since specific hours are not required, consultant may work for other employers simultaneously, unless otherwise noted.
- Job Location:** Consultant controls job location, under district discretion, whether on employer's site or not.
- Order of Work:** Consultant, rather than employer, determines order or sequence of steps in performance of work.
- No Interim Reports:** Only specific pre-determined reports defined in the consulting agreement.
- Basis of Payment:** Consultant paid for services rendered, if applicable (see Agreement #4); total compensation set in advance of starting the job.
- Business Expenses:** Consultant is responsible for incidental or special business expenses.
- Tools and Equipment:** Consultant furnishes the identified tools and equipment needed for the job.
- Significant Investment:** Consultant can perform services without using the employer's facilities. Consultant's investment in own trade is real, essential, and adequate.
- Possible Profit or Loss:** Consultant does these (check valid items):
- Hires, directs, pays assistants
 - Has equipment, facilities
 - Has a continuing and recurring liability
 - Performs specific jobs for prices agreed-upon in advance
 - Lists services in Business Directory
 - Other (explain) _____
- Work for Multiple Employers:** Consultant may perform services for more than one employer simultaneously, unless otherwise noted.
- Services Available to the General Public** (check valid items):
- Maintains an office
 - Business license
 - Business signs
 - Advertises services
 - Lists services in Business Directory
 - Other (explain) _____
- Limited Right to Discharge:** Consultant not subject to termination as long as contract specifications are met, unless otherwise noted (see Agreement #5 and #11).
- No Compensation for Non-Completion:** Responsible for satisfactory completion of job; no compensation for non-completion.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed:

CONSULTANT:	DISTRICT:
--------------------	------------------

Typed Name of consultant (same as page 1):

Pivotal Leadership LLC dba MindKind Institute	Anaheim Union High School District
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Typed Name/Title of Authorized Signatory:

Typed Name of Assistant Superintendent:

David Yuan, Managing Partner	
-------------------------------------	--

Authorized Signature:

Signature of Assistant Superintendent:

	
---	--

Street Address:

Street Address:

133 Roast Meat Hill Rd	501 Crescent Way, P.O. Box 3520
-------------------------------	--

City, State, Zip Code

City, State, Zip Code

Killingworth, CT 06149	Anaheim, CA 92803-3520
-------------------------------	-------------------------------

Date:

Date:

8/17/2020	9/16/20
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Mark Appropriately:

Independent/Sole Proprietor:	
Corporation:	Limited Liability Corporation
Partnership:	
Other/Specify:	

Social Security Number*

or

Federal Identification Number*

	45-5456347
--	------------

*Or, initial below:

<input checked="" type="checkbox"/>	I have completed a new IRS Form W-9 that will be submitted directly to AUHSD Accounting.
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Telephone Number:

E-mail Address:

(408) 314-9815	davidyuan@mindkindinstitute.com
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If a company/corporation is being approved, the signature must be that of a responsible person. Typed company/corporation/individual's name must be identical to that on page 1.

PRINCIPAL/DISTRICT ADMINISTRATOR:

Signature of Principal or District Administrator (sign prior to submitting to District indicating review and approval):

Signature		Date	8/24/20
:		:	

EXHIBIT A

Services Partnership Agreement
 TeachFX, Inc. & Anaheim Union High School District
August 18, 2020

This is an agreement between TeachFX, Inc. and Anaheim Union High School District (AUHSD) regarding a partnership for the 2020-21 school year (through June 30, 2021) to **build teacher capacity for online and blended learning modalities** and to **promote the 5 Cs by enhancing teacher expertise to better engage students in meaningful learning activities that encourage collaboration, communication, creativity, critical thinking, and compassion and character development in both the traditional and online learning environments.**

A. Background

TeachFX and AUHSD's goal with this partnership, begun in November 2018, is to help all AUHSD educators fulfill the 5 Cs in instruction measured in part by achieving 30% student oral discourse in class. This is driven by a theory of change that better student engagement and more student-centered instruction are the key building blocks to generating equity for diverse learners and creating collaborative classroom environments that promote communication, creativity, critical thinking, and character and compassion. TeachFX and AUHSD mutually seek to empower teachers to measure and make progress on student engagement and student talk in their classrooms, in order to track progress toward the district's goal of increasing oral discourse, particularly for English learner students, to 30% of class time. The shift to online learning in response to the coronavirus pandemic has dramatically shifted the modes of instruction; however, the goal of engaging students in meaningful and equitable discourse remains of highest priority, and the focus of the partnership for fall 2020 will be on building teachers' expertise, knowledge, and reflective capacity for generating student engagement in online classrooms.

TeachFX is an organization that provides consultative and professional learning services to districts regarding online and in-person learning, and does so leveraging the TeachFX software tool the organization has developed. The TeachFX software is a **reflective instruction tool** that is designed to allow teachers **to see evidence of and track progress toward the realization of classrooms that exhibit the 5 Cs** of collaboration, communication, creativity, critical thinking, and compassion and character. The tool works for both online and in-person classes, with enhanced reports containing additional metrics available for online instruction.

Specifically, **the TeachFX software tool can show teachers how well they are...**

- Promoting **collaboration** by doing the following:
 - Checking the TeachFX Summary Metrics to see if they are providing approximately **30% of class time for intentional talk for students** to participate in discussions, debates, oral presentations, and group projects.
 - Reviewing the TeachFX's Highlights feature to see their diversity of class participation so they can ensure they are creating a **safe, equitable learning environment that builds community and invites teamwork** and where students **feel comfortable asking questions.**
 - Using TeachFX Group Talk metrics to find evidence that they are building opportunities for students to learn how to **engage with teammates, set norms, and handle conflict.**
- Promoting **communication** by doing the following:

- Viewing the TeachFX Student Talk and Group Talk metrics to make sure they are **allowing students to practice oral communication** and ensuring approximately 30% of class time is dedicated to providing **formal (Student Talk) and informal (Group Talk)** speaking opportunities.
- Playing back TeachFX Highlights to find evidence that they are providing opportunities for students to communicate verbally with **various audience**, including peers, teachers, and outside audiences and **developing speaking and listening skills** with the use of technology to analyze purpose, key points, implications, tone, etc.
- Using the Questioning Pathway in TeachFX to practice **asking open-ended questions** to facilitate discussion and debate and demonstrate multiple ways to interpret and answer a question.
- Using the Student Talk Pathway in TeachFX to find evidence of and receive feedback on how well they are **encouraging students to develop their independent voice**, and **asking students for their opinions and choices** regarding the mode and topics of instruction.
- Promoting **creativity** by doing the following:
 - Using the Teacher Talk Pathway in combination with the Highlights feature in TeachFX to ensure they are valuing and rewarding curiosity and innovation by **encouraging students to question, explore, and investigate topics** rather than simply asking students to produce “correct” answers.
 - Evaluating Lesson Design in TeachFX to see if they are providing **opportunities for students to pitch ideas, present their work, and gather feedback**.
 - Listening to TeachFX Highlights for evidence of a safe learning environment where originality of ideas, uncertainty, taking risks, and **learning from failure** are encouraged over procedural “answer getting” that focuses on avoiding mistakes.
 - Using the Volleyball Pathway in TeachFX to ensure they are encouraging students to **facilitate their own learning** and to explore areas of interest.
- Promoting **critical thinking** by doing the following:
 - Conducting Lesson Plan analysis in TeachFX to validate the existence in their classroom of learning opportunities such as AUHSD Talks, Project Based Learning, DBQs, Civic Inquiry, and performance tasks that are **open-ended**, intentionally **challenging** to students, connected to **meaningful** real-life contexts, **relevant** to students’ lives, and aligned to students’ interests. Are lessons inquiry-based, open-ended, challenging, meaningful, and relevant as indicated by significant Student Talk in response to these activities and tasks?
 - Listening to Highlights to see if they are allowing students to formulate **independent, critical thoughts** throughout the process of completing assignments.
 - Using the Wait Time Pathway in TeachFX to find evidence of and receive feedback on how well they are **giving students time to process** material or concepts, and to **discuss and evaluate** content.
 - Viewing Turn Taking and Transcription functionality in TeachFX to find evidence that they are regularly **checking for understanding**, adjusting instruction as needed, and providing opportunities for students to **reflect on learning**.
 - Using the Volleyball Pathway in TeachFX to find evidence of and receive feedback on how well they are encouraging students to **ask critical questions** and consider **diverse perspectives** about subject matter to **facilitate discussion, clarify, and extend students’ thinking**.
- Promoting **compassion and character** by doing the following:
 - Using the Group Work Pathway and Highlights feature in TeachFX to find evidence of and receive feedback on how well they are giving time and creating positive opportunities for students to get to know each other and be known as an individual by

teachers and peers, exploring, respecting, and celebrating the diversity of the school community.

- Analyzing the Transcription, Highlights, and using the Classroom Management Pathway in TeachFX to find evidence of and receive feedback on how well they are providing a learning environment and classroom culture that allows students to see and understand other points of view, and feel a sense of responsibility to and for one another.
- Using Playback functionality in TeachFX to ensure they are modeling leadership and civic inquiry in addition to demonstrating open-mindedness, and building positive relationships.

It is the mutual goal of TeachFX and AUHSD that teachers develop capacity to understand how to use the TeachFX software tool in the ways outlined above, so that educators in the district can fully leverage the technology to promote, develop, and practice the 5 Cs within their schools and classrooms. The services that follow outline the ways in which the TeachFX team will support AUHSD in doing so.

B. Agreement Overview

TeachFX will provide AUHSD with a number of services enumerated in this agreement focused on the delivery of engaging instruction in the online learning environment. Overall, these services are consultative in nature and are meant to help the district's teachers to continue to navigate the transition to online learning modalities. TeachFX takes a holistic approach meant to help streamline district initiatives to promote the 5 Cs within its student body in this new learning environment. TeachFX and AUHSD see our relationship as a long-term partnership. Both parties also understand the importance of a slow, gradual adoption of the TeachFX software to maximize teacher autonomy and buy-in. This agreement provides a roadmap for the next two semesters of the partnership, through June 30, 2021.

In part, TeachFX's online professional learning services are crafted to help instructional leaders within the district design collaborative professional environments that promote teacher learning to help foster improvement in instruction so that collaboration, communication, creativity, critical thinking, and character and compassion are evident in all AUHSD classrooms, virtual or in-person. These services are also crafted, in part, to help district teachers best leverage the TeachFX software tool to find evidence, receive feedback, and track progress on how well they are fostering collaboration, communication, creativity, critical thinking, and character and compassion in their classroom, so that the district can achieve the its larger goals for instruction and student engagement.

The services TeachFX will provide include:

- District and School Leadership Consultation Services
- Data Science and Data Analysis
- Data Reporting, Presentation, and Recommendation Services
- Virtual Professional Learning Design, Consultation, and Support Services
- Virtual Professional Learning Delivery
- Technical Support Services

Presently, TeachFX services are provided by the following individuals: Jamie Poskin, TeachFX's Founder and Executive Director, and a former teacher, coach, and athletic director; Professor David Brazer, TeachFX's Director of Professional Learning, and a former teacher, assistant principal, principal,

and professor of education at George Mason University and Stanford University; and Debra Russell, TeachFX's Head of Engagement and a former teacher, instructional coach, and professional developer.

Each of the services outlined in this agreement is packaged with an equal amount of follow-up services that come "part and parcel" with the activities listed here. These part and parcel services will be delivered at a later date at the discretion of the district.

C. District and School Leadership Consultation Services

TeachFX will provide consultative services to AUHSD at both the district and school site levels related to district priorities and the transition to online learning. This will include monthly planning calls with Manuel Colón, Jackie Counts, and other district administrators as needed, as well as school site consultation with the instructional leadership teams at each building. A detailed plan for site-based work, including planning and consultative services for focus schools, is outlined in **EXHIBIT B**, attached.

These consultative meetings will be strategic and reflective in nature, with TeachFX personnel serving as inquirers and facilitators, for the purpose of planning optimal activities to support teacher growth in promoting the 5 Cs in what will be a fluid situation this fall. Some, but certainly not all, of these activities may include other services TeachFX will provide as a part of this agreement, such as Professional Learning Design, Consultation, and Support Services (Section F) or Professional Learning Delivery (Section G). TeachFX will provide these services to AUHSD, even if they are not outlined in EXHIBIT B, as needed, requested, or desired by the district.

TeachFX will also provide AUHSD with additional implementation support. In general, TeachFX will aim to provide any assistance or consultation AUHSD needs throughout the agreement period.

D. Data Science and Data Analysis

The TeachFX software tool generates a tremendous amount of data that can be leveraged toward district learning, allowing for targeted interventions and professional learning opportunities that serve the specific needs of teachers within the district.

An additional service TeachFX provides is the mining and analysis of this data, to surface relevant insights and suggestions based on trends in the data. On a regular basis, TeachFX will pull carefully anonymized data from the software application, and perform in-depth analyses on that data to help the district answer key questions — such as whether teachers are making progress in their questioning technique, employing high leverage group activities, or using of wait time effectively — across different "buildings" or subject areas.

This analysis will be instrumental in informing the plans TeachFX makes with AUHSD as outlined in Section C of this agreement.

E. Data Reporting, Presentation, and Recommendation Services

TeachFX will provide AUHSD with in-depth reporting on the anonymized and aggregated data emerging from the use of the TeachFX software within the district. In addition to the analysis of TeachFX application data outlined in Section D, the TeachFX team will also report data to AUHSD as requested, and will formally present a detailed summary and key insights from the data at the end of the fall semester at a time to be determined mutually by TeachFX and AUHSD district administrators. Further, as a part of the "part and parcel" follow-up explicated in Section B, an additional data presentation will be done by TeachFX for the district at a date to be determined by the district. This

data presentation will be collaborative in design and will be used to surface recommendations for the following school year. As a point of reference, this reporting can take a similar format to the session held at AUHSD's district office on June 6th, 2019. TeachFX can also report on additional data of interest to AUHSD at the request of the district.

F. Virtual Professional Learning Design, Consultation, and Support Services

One of the core services TeachFX provides is designing or co-designing virtual professional learning experiences for the online or in-person learning environment to be led either by TeachFX personnel (see Section G) or by educators within the district. With AUHSD, TeachFX will design the professional learning workshops outlined in **EXHIBIT B**, and will also deliver those workshops (see Section G) if desired. TeachFX will also design any professional learning materials and experiences requested by the district in the site-based planning meetings (outlined in Section C and EXHIBIT B).

AUHSD and TeachFX agree AUHSD educators should, as a conservative projection, receive at minimum two professional learning sessions or workshops in the fall semester that help build capacity for engaging students in the online learning environment and that, if desired by the teacher, help the teacher leverage the TeachFX software as evidence, feedback, and follow-up to the virtual workshop. Note that this does not imply these professional learning sessions will be "TeachFX workshops," but rather that the TeachFX software will be used as a tool to support and measure progress on the professional learning goals of the district, and will thus be incorporated into workshops provided to AUHSD educators. Furthermore, TeachFX personnel will be available as a resource to AUHSD to help leverage the TeachFX software tool and incorporate its use into any professional learning workshop planned within the district that relates to instruction and the 5 Cs.

G. Virtual Professional Learning Delivery

AUHSD desires TeachFX personnel to deliver the virtual professional learning workshops outlined below in **EXHIBIT B**. In addition to these workshops, TeachFX personnel will also be available to AUHSD to deliver unspecified workshops that may emerge as necessary from conversations with school and district leaders, either through the site-based consultation process (outlined in EXHIBIT B), or informally on an ad hoc basis.

The dates of all professional learning workshops will be determined jointly by AUHSD and TeachFX. The workshops will be co-designed by TeachFX and AUHSD staff whenever desired, and, as has been done in the past with the two parties, will focus on topics of importance to the district, particularly engaging students and promoting discourse in online classrooms and synchronous virtual learning environments.

TeachFX also agrees to provide additional professional learning support over Zoom at the request of AUHSD and subject to TeachFX's availability.

H. Technical Support Services

TeachFX personnel will provide all educators at AUHSD with technical support and assistance on an ongoing and as-needed basis. This includes teachers who are using, or would like to use, the TeachFX software tool, as well as teachers who turn to TeachFX personnel for technical troubleshooting with other online learning platforms about which TeachFX has expertise. This support can be accessed directly through the TeachFX software application, through the TeachFX website, or by directly calling or emailing members of the TeachFX team.

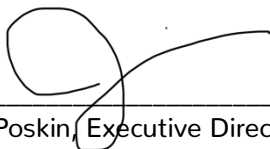
AUHSD agrees to provide TeachFX with updated contact information (name, title, school site, email address, and phone number) for the educators in its district, such that TeachFX can ensure that AUHSD educators are given proper access to TeachFX software features and added to the correct user community or communities, and such that TeachFX can provide appropriate technical support as needed.

I. Cost and Payment Schedule

In general, TeachFX provides the services enumerated above to partner districts either as ad hoc services or as part of partnership package. For partnership packages, the cost depends on the size of the district and the scope of the implementation. For a district of AUHSD's size and scope of implementation, **the cost for these services, including the additional "part and parcel" services outlined in Section B, is \$96,000.**

Payment for services shall be due to TeachFX by September 15, 2020.

Attachments: EXHIBIT B.



Jamie Poskin, Executive Director
TeachFX, Inc.
3375 Edison Way
Menlo Park, CA 94025
(650) 814-2792
jamie@teachfx.com

Jaron Fried, Assistant Superintendent
Anaheim Union High School District
501 North Crescent Way
Anaheim, CA 92801
(714) 999-3575
fried_ja@auhsd.us

EXHIBIT B

Professional Learning Plan for AUHSD: Fall 2020

August 18, 2020

This professional learning plan is developed based on a conversations between Jackie Counts, Manuel Colón, Jamie Poskin, and David Brazer. It is also based on the ongoing experiences the two parties have had in collaborating on professional learning within the district since 2018.

The purpose of this plan is to provide targeted support for teachers and schools to improve student engagement in the virtual and blended learning environment so that they can promote collaboration, communication, creativity, critical thinking, and compassion and character development — the 5 Cs — in all Anaheim classrooms. TeachFX provides granular and aggregate feedback on progress toward those goals for both in-person and online classes. TeachFX is committed to providing all of the assistance AUHSD wishes to have. This is intended to be a living document, discussed and modified over time to best meet AUHSD’s needs. The plan has complementary components that focus on seven key constituencies:

1. Focus Schools

In collaboration with Anaheim leadership, TeachFX has developed relationships with five “focus schools” where school leadership is enthusiastic about leveraging TeachFX personnel and technology, and where usage of the TeachFX tool has, historically, been strong. These schools are: Brookhurst Junior High School, Dale Junior High School, and South Junior High School, and will likely include Anaheim High School and Magnolia High School as well. With these schools, TeachFX will collaborate closely with school leadership teams to undertake an accelerated implementation that prioritizes addressing the challenges teachers may face in engaging students in virtual classrooms.

With each focus school, TeachFX will continue discussions from spring to formulate a professional learning plan tailored specifically to their teachers’ needs. These plans will all include school specific virtual workshops of their choosing, each connected to the 5 Cs and focusing on adapting pedagogy to take fullest advantage of the virtual learning environment. Sample topics include: instructional conversations in virtual mathematics classes, robust questioning techniques for online learning, lesson and unit planning amidst uncertainty, working with special populations and promoting equitable engagement in the virtual classroom. Other optional activities that might make up a professional learning plan include virtual observations from TeachFX personnel, most likely Prof. Brazer, to engage leadership team in action research with minimal demand on leadership team (see Section 5); quarterly reporting using aggregate, anonymous data that indicate progress toward student engagement goals in the virtual or blended learning environment; or 1:1 or PLC coaching from TeachFX personnel as desired for focus school teachers.

At the end of the semester, TeachFX will facilitate a debrief of the first semester experience starting from online/hybrid teaching and learning and followed by support from TeachFX to encourage and understand student engagement to look at the semester ahead. Note that as per the “part and parcel” clause in Section B of this agreement, each of the services outlined above comes packaged with a follow-up service to be rendered at a later date determined by the school at no additional cost.

2. Cambridge Virtual Academy

TeachFX will work closely with Cambridge Virtual Academy (CVA) to innovate and incubate. The goal of this special partnership is for TeachFX personnel and technology to help CVA in creating a world class online school that will serve as a model for others to follow. To that end, CVA will be an additional “focus school” collaborating with TeachFX in the manner outlined above. However, the relationship

will go deeper than the other five focus schools, with the TeachFX team working closely to support CVA leader Jackie Counts in innovative planning, leveraging the TeachFX team’s design thinking and educational expertise.

CVA will have full access to the TeachFX team for any purposes the school requires, and TeachFX will provide virtual school support services for CVA on an as needed basis. Note that as per the “part and parcel” clause in Section B of this agreement, each of the services outlined above comes packaged with a follow-up service to be rendered at a later date determined by the school at no additional cost.

3. 5 Cs Coaches

TeachFX will continue its close relationship with Anaheim’s 5 Cs coaches, leveraging the coaches to determine what teachers need and working with all schools, as desired, through the coaches. TeachFX will meet on a monthly basis with 5 Cs coaches to check in with their progress, share learning about coaching in the virtual environment, and design professional learning that focuses on enhancing student engagement to achieve the 5 Cs in virtual classrooms.

TeachFX also agrees to undertake any additional collaboration with 5 Cs coaches as desired by the district or by the coaches themselves, and can work together with coaches on school-specific virtual professional learning workshops, even if the school is not one of the “focus schools” identified above. Note that as per the “part and parcel” clause in Section B of this agreement, each of the services outlined above comes packaged with a follow-up service to be rendered at a later date determined by the school at no additional cost.

4. Curriculum Specialists

TeachFX will continue its close relationship with Anaheim’s Curriculum Specialists, who through this agreement will have access to TeachFX personnel for internal capacity building or to leverage in workshop environments for their constituents. The collaboration with the Curriculum Specialists will begin with a kickoff conversation to understand their goals, needs, and interests with questions for discussion such as: Would you like to leverage TeachFX virtual professional learning for your teachers? If so, on what particular topics? What are the biggest curriculum needs this fall in your area? What sorts of pedagogy are best suited to these needs? What are your primary concerns about teachers’ capacity? What do teachers need to learn from others? Where are you focused for professional learning? Where do you see teacher capacity assets that we can leverage (i.e., what do teachers have to teach others, and do we know who and where they are)?

The goal is to get a clear sense of the ways in which the Curriculum Specialists would like to have TeachFX involved with their work. From there, we will develop a plan to execute on the learnings from this meeting. Note that as per the “part and parcel” clause in Section B of this agreement, each of the services outlined above comes packaged with a follow-up service to be rendered at a later date determined by the school at no additional cost.

5. Instructional Leadership Teams

TeachFX will provide Anaheim school leadership teams with a virtual series on leadership development for school teams (principals and their teacher leaders), with a particular focus on leadership under the uncertain circumstances of the COVID pandemic. This series will be designed in collaboration with district leadership and is meant to provide school leaders with a venue for discussion and access to expertise in navigating turbulent waters while remaining committed to promoting the 5 Cs, and the equitable and engaging instruction that requires. The series can be integrated into the district’s current schedule or offered outside of typical principal or assistant principal meeting times on a voluntary basis if that is preferred by the district. The details of this series will emerge through more extensive conversation with constituents, and as per the “part and parcel” clause in Section B of this agreement,

the series comes packaged with a follow-up series to be rendered at a later date determined by the school at no additional cost.

6. Administrators and Teachers Pursuing an Alternative to Observation Project

TeachFX will support administrators and teachers working on a project as an alternative to a formal observation. TeachFX will help facilitate the design and execution of teachers' reflective projects in virtual or blended classrooms that optionally leverage TeachFX technology to streamline the teachers' workflow and to provide rich data for reflection. This will entail working with teachers on projects as an alternative to formal observations to identify appropriate goals and using TeachFX to provide portfolio-type evidence toward reaching those goals. A major emphasis is that TeachFX technology can be a substantial work-saver for everyone (teachers and administrators) because of the automatic nature of the tool and the capacity to engage in quick analysis. TeachFX will coordinate with Anaheim leadership to identify appropriate timing for virtual workshops with administrators and teachers to facilitate these projects and to make teachers aware of the option overall, and as indicated in the "part and parcel" clause in Section B of this agreement, this facilitation comes packaged with equal parts of follow-up facilitation to be rendered at a later date determined by the district at no additional cost.

7. Full District

TeachFX will offer all district teachers who desire it support through a semi-weekly meet-ups series to address the specific instructional concerns of Anaheim teachers. Modeled after TeachFX's summer meet-up series addressing the challenges teachers are facing with online learning, this series of "meet-ups" will derive content from two sources: (1) pressing topics or timely concerns about which TeachFX personnel have deep expertise, such as instructional design for virtual learning, how to adapt strategies that promote engagement to the online environment (instructional conversations, scaffolds such as sentence frames, close reading, PBL, etc.), and how to frame technological choices for instruction within the context of a teacher's personal pedagogical value; and (2) topics solicited directly from Anaheim teachers. Regarding the latter, TeachFX would like to survey periodically all district teachers with a simple questions such as, "What support do you need this fall?" Then the semi-weekly TeachFX meet-up would address the topics they select, similar to a "mailbag" episode on a podcast. The hope is that this dual approach will help Anaheim teachers continue to meet the moment presented by this global pandemic with a reflective and engaging instructional practice.

Note that as per the "part and parcel" clause in Section B of this agreement, each semi-weekly meet-up comes packaged with a follow-up meet-up to be held at a later date determined by the district at no additional cost.

EXHIBIT A.1
Case Service Contract
Anaheim Union High School District
We Can Work
Work Experience Contract

SCOPE OF WORK

I. Introduction

The Federal Workforce Innovation and Opportunities Act (WIOA) requires that the Department of Rehabilitation provide DOR Student Services to high school students with all types of disabilities ages 16-21. DOR Student Services are an outcome oriented and coordinated set of activities that promotes movement from school to post school activities. DOR Student Services include the following core services:

- Job exploration counseling
- Work-based learning experiences
- Counseling on post-secondary opportunities
- Workplace readiness training
- Instruction in self advocacy.

This contract will focus specifically on the provision of Work-based Learning Experience services.

This contract is designed to jointly serve the mutual We Can Work (WCW) students/Potentially Eligible Students or DOR clients receiving services from Anaheim Union School District (AUHSD), and the Department of Rehabilitation (DOR) (served through the Anaheim Office). The High Schools that will be served are Anaheim High, Katella High, Loara High, Savanna High, Magnolia High, Western High, Cypress High, Kennedy High, Gilbert High and the Mild Moderate Adult Transition Programs. Individuals to be served are high school students through adult transition you ages 16-21 who are DOR clients who have a variety of disabilities.

For fiscal year 2019-2020, a total of 38 unduplicated WCW students/DOR participants will be served through this case service contract.

For fiscal year 2020-2021, a total of 65 unduplicated WCW students/DOR participants will be served through this case service contract.

For fiscal year 2021-2022, a total of 61 unduplicated WCW students/DOR participants will be served through this case service contract.

II. Services to be Provided

A. DOR Student Services Work-based Learning Experience

1. DESCRIPTION OF SERVICES

DOR Student Services Work-based Learning Experience consists of short-term placements either on or off campus and monitoring of the WCW student/DOR participants performance in the work

environment. Work experience may include paid/unpaid internships, paid/unpaid placement, summer work experience, work exploration and job shadowing. The WCW students/DOR participants may participate in more than one work experience situation. Work experiences are intended to be temporary placements to gain experience in the workplace. They may also result in the development of any of the following: vocational direction, appropriate work attitudes, ethics, interpersonal skills, speed, and accuracy, foundational employment skills.

Any paid or non-paid work experience activities will be in compliance with the Department of Labor regulations. For WCW students/DOR participants participating in paid work experience, the contracting school will be the employer of record, and students will be paid minimum wage. Work experiences will be individualized and can vary in duration as well as type of placement. Work experience hours are expected to average up to 100 hours per student per year depending on individual need and interest. The Work Experience Coordinator 1 will evaluate WCW students/DOR participants progress and submit written reports to the DOR counselor on a monthly basis as long as the WCW students/DOR participant is actively participating in contract services.

2. Service Goals/Number to be served

During fiscal year 2019/2020, it is expected that:

- AUHSD will provide 38 work experiences to WCW students/DOR participants.

During fiscal year 2020/2021, it is expected that:

- AUHSD will provide 65 work experiences to WCW students/DOR participants.

During fiscal year 2021/2022, it is expected that:

- AUHSD will provide 61 work experiences to WCW students/DOR participants.

II. Contract Administrator/Program Coordinator

<p>Department of Rehabilitation</p> <p>Sonia Magana Contract Administrator 222 S. Harbor Blvd., Ste 300 Anaheim, CA 92805 (714) 518-2494 smagana@dor.ca.gov</p>	<p>AUHSD Unified School District</p> <p>Julie Ornelas-Smith WCW Service Coordinator 501 North Crescent Way Anaheim, CA 92801 (714) 936-5662 ornelassmith_j@auhsd.us</p>
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STATE
SERVICE BUDGET

DEPARTMENT OF REHABILITATION

Original

Amendment

Contractor Name and Address		Contract Number			Federal ID Number			Page X of X		
Anaheim Union High School District 501 North Crescent Way Anaheim, CA 92801		31225			95-6000120			01 of 01		
		Budget Period			Budget Period			Budget Period		
		July 1, 2019-June 30, 2020			July 1, 2020-June 30, 2021					
		Effective Date (Amendments Only)			Effective Date (Amendments Only)			Effective Date (Amendments Only)		
					July 1, 2020					
Line No.	PETS Direct Service PERSONNEL-Position Title & Time Base	Annual Salary Per FTE	Annual FTE	Amount Budgeted	Annual Salary Per FTE	Annual FTE	Amount Budgeted	Annual Salary Per FTE	Annual FTE	Amount Budgeted
1	We Can Work Service Coordinator 1 (1 FTE=40hrs/wk. 11mos) x's 2	\$176,424.00	0.0784	\$13,831.64	\$176,424.00	0.0784	\$13,831.64	\$ 176,424.00	0.0784	\$13,831.64
2	We Can Work Job Developer (1 FTE = 40 hrs/wk. 10 mos.)	\$159,660.00	0.06	\$9,579.60	\$159,660.00	0.068307	\$10,905.90	\$ 159,660.00	0.0609	\$9,717.23
3										
	Work Based Learning Services	Estimate cost per student	Approx. Students to be served	Amount Budgeted	Estimate cost per student	Approx. Students to be served	Amount Budgeted	Estimate cost per student	Approx. Students to be served	Amount Budgeted
4	Student Wages FY19/20 100 hrs x 12.00/hr plus 8.07% FICA & WC - FY20/21 100 hrs. x 12.50/hr plus 8.07% FICA & WC - FY 21/22 100 hrs. x 13.50/hr. plus FICA & WC 8.07%	\$1,296.84	38.0000	\$49,279.92	\$1,350.87	65	\$87,806.55	\$ 1,458.94	61	\$88,995.34
5										
6										
7	Subtotal			\$72,691.16			\$112,544.09			\$112,544.21
9	OPERATING EXPENSES									
14										
15										
16										
17										
18										
19										
20										
21	Operating Subtotal									
22	Personnel and Operating Subtotal			\$72,691.16			\$112,544.09			\$112,544.21
23	Indirect Rate Percentage						5.31%			5.31%
24	Indirect Cost						\$5,976.09			\$5,976.10
25	TOTAL (rounded to nearest dollar)			\$72,707			\$118,520			\$118,520

WE CAN WORK CASE SERVICE CONTRACT
Anaheim Union High School District
SERVICE BUDGET NARRATIVE

Benefits

The WE Can Work Service Coordinator I provided with the following Full-time benefits: STRS (17.10%), Health & Welfare Benefits (2.583%), State Unemployment Insurance (.05%), Medicare (1.45%), Worker's Compensation (2.4258%)

The WE Can Work Job Developer is provided with the following Part-time benefits: PERS (20.70%), OASDI (6.20%), State Unemployment Insurance (.05%), Medicare (1.45%), and Worker's compensation (2.4258%)

PERSONNEL**WE Can Work Service Coordinator I:**

1. Collaborates and coordinates with We Can Work job developer to provide DOR clients or potentially eligible students Work Experiences.
2. Monitors and evaluates the DOR clients or potentially eligible students in the Work Experience
3. Provides monthly progress reports to referring DOR counselor.

Traditional Duties:**Vocational Education Counselor/Transition Specialist:**

Monitor activities regarding AUHSD Special Education Transition Services and Workability I. Provide support, consultation, and guidance to special education staff, students, and administrative personnel. Provide career assessments. Meet with Jr. high, high school and adult transition students to conduct and prepare transition services and attend their IEPs as needed. Meet with students and evaluate readiness for WorkAbility 1 services.

WE Can Work Job Developer:

1. Job develops and networks with local employers to develop Work Experience sites.
 1. Maintains a job bank for DOR client or potentially eligible students in Work Experiences.
 2. Places student/DOR client in Work Experiences
 3. Monitors and evaluates the DOR client or potentially eligible students in the Work Experience

Traditional Duties:

Job Developer Workability 1: Job develops and networks with local employers to develop new opportunities for students. Enters and maintains WorkAbility I student data. Assesses and monitors students participating in WorkAbility Program. Provides pre-employment skills prior to placement, arranges job site interviews for Workability students and business partners. Meets with students 16 years and older to place into work settings. Meets, supervises and evaluates students upon completion of program. Conducts payroll duties, attends transition trainings and business advisory meetings.

Student Wages:

Cost of student wages at minimum wage plus Worker's Compensation/FICA costs. Students will be paid minimum wage for up to 100 hours per student. The student may be provided more than one work experience within this 100-hour limit.

Indirect Cost:

The United States Department of Education (ED) has approved a delegation agreement with the California Department of Education (CDE) that authorizes the CDE to establish indirect cost rates for California's local education agencies (LEAs). LEA indirect cost rates are calculated in the CDE's standardized account code structure (SACS) software using an indirect cost rate work sheet (form ICR). Anaheim USD's indirect cost rate for 2020/2021 per CDE is 5.31%. Anaheim USD's indirect costs of doing business including but not limited to: accounting, electricity, telephone and custodial expenditures.

STANDARD AGREEMENT - AMENDMENT

STD 213A (Rev. 4/2020)

 CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED PAGES

AGREEMENT NUMBER

31225

AMENDMENT NUMBER

1

Purchasing Authority Number

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

Department of Rehabilitation

CONTRACTOR NAME

Anaheim Union High School District

2. The term of this Agreement is:

START DATE

July 1, 2019

THROUGH END DATE

June 30, 2022

3. The maximum amount of this Agreement after this Amendment is:

\$309,461.00

4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:

The purpose of this amendment is to extend the contract term by one year and increase the amount of the agreement from \$145,414.00 to \$309,747.00, a total increase of \$164,333.00. The Scope of Work (Exhibit A.1), as well as the Service Budget and Service Budget Narrative (Exhibit B.1) have been updated to reflect the changes made to this agreement.

The effective date of the amendment is July 1, 2020.

All other terms and conditions shall remain the same.

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

Anaheim Unified High School District

CONTRACTOR BUSINESS ADDRESS

501 North Crescent Way

CITY

Anaheim

STATE

CA

ZIP

908201

PRINTED NAME OF PERSON SIGNING

Dr. Jaron Fried

TITLE

Assistant Superintendent, Ed. Division

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

9/16/20

STANDARD AGREEMENT - AMENDMENT

STD 213A (Rev. 4/2020)

AGREEMENT NUMBER

31225

AMENDMENT NUMBER

1

Purchasing Authority Number

 CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED _____ PAGES**STATE OF CALIFORNIA**

CONTRACTING AGENCY NAME

Department of Rehabilitation

CONTRACTING AGENCY ADDRESS

721 Capitol Mall, 6th Floor

CITY

Sacramento

STATE

CA

ZIP

95814

PRINTED NAME OF PERSON SIGNING

Dr. Jaron Fried

TITLE

Assistant Superintendent, Ed. Division

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

9/16/20

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (if Applicable)

STANDARD AGREEMENT - AMENDMENT

EXHIBIT YY

STD 213A (Rev. 4/2020)

 CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED _____ PAGES

AGREEMENT NUMBER

31225

AMENDMENT NUMBER

1

Purchasing Authority Number

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

Department of Rehabilitation

CONTRACTOR NAME

Anaheim Union High School District

2. The term of this Agreement is:

START DATE

July 1, 2019

THROUGH END DATE

June 30, 2022

3. The maximum amount of this Agreement after this Amendment is:

\$309,461.00

4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:

The purpose of this amendment is to extend the contract term by one year and increase the amount of the agreement from \$145,414.00 to \$309,747.00, a total increase of \$164,333.00. The Scope of Work (Exhibit A.1), as well as the Service Budget and Service Budget Narrative (Exhibit B.1) have been updated to reflect the changes made to this agreement.

The effective date of the amendment is July 1, 2020.

All other terms and conditions shall remain the same.

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

Anaheim Unified High School District

CONTRACTOR BUSINESS ADDRESS

501 North Crescent Way

CITY

Anaheim

STATE

CA

ZIP

908201

PRINTED NAME OF PERSON SIGNING

Dr. Jaron Fried

TITLE

Assistant Superintendent, Ed. Division

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

9/16/20

STANDARD AGREEMENT - AMENDMENT

EXHIBIT YY

STD 213A (Rev. 4/2020)

<input type="checkbox"/> CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED _____ PAGES	AGREEMENT NUMBER	AMENDMENT NUMBER	Purchasing Authority Number
	31225	1	

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

Department of Rehabilitation

CONTRACTING AGENCY ADDRESS

721 Capitol Mall, 6th Floor

CITY

Sacramento

STATE

CA

ZIP

95814

PRINTED NAME OF PERSON SIGNING

Dr. Jaron Fried

TITLE

Assistant Superintendent, Ed. Division

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

9/16/29

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

*NONPUBLIC, NONSECTARIAN
SCHOOL/AGENCY SERVICES*

MASTER CONTRACT

2020-2021

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2020-2021

CONTRACT NUMBER:

LEA: ANANEIM UNION HIGH SCHOOL DISTRICT

NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER:

NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES
MASTER CONTRACT

AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS

1. MASTER CONTRACT

This Master Contract is entered into this _____ day of _____, 2020, between the _____ District (hereinafter referred to as "District" or local educational agency "LEA") and _____ (hereinafter referred to as "CONTRACTOR") for the purpose of providing special education and/or related services to District students with exceptional needs under the authorization of California Education Code sections 56157, 56361 and 56365 et seq. and Title 5 of the California Code of Regulations section 3000 et seq., AB490 (Chapter 862, Statutes of 2003) and AB1858 (Chapter 914, Statutes of 2004). It is understood that this Agreement, does not commit the District to pay for special education and/or related services provided to any District student, or CONTRACTOR to provide such special education and/or related services, unless and until an authorized LEA representative approves the provision of special education and/or related services by CONTRACTOR.

Upon acceptance of a student, LEA shall submit to CONTRACTOR an Individual Services Agreement (hereinafter referred to as "ISA"). Unless otherwise agreed in writing, the ISA shall acknowledge CONTRACTOR's obligation to provide all services specified in the student's Individualized Education Plan (hereinafter referred to as "IEP"). The ISA shall be executed within ninety (90) days of an LEA student's enrollment. LEA and CONTRACTOR shall enter into an ISA for each LEA student served by CONTRACTOR.

Unless placement is made pursuant to an Office of Administrative Hearings (hereinafter referred to as "OAH") order, a lawfully executed agreement between LEA and parent, authorized by LEA for a transfer student pursuant to California Education Code section 56325, or otherwise authorized by LEA without a signed IEP, LEA is not responsible for the costs associated with nonpublic school placement until the date on which an IEP team meeting is convened, the IEP team determines that a nonpublic school placement is appropriate, and the IEP is signed by the LEA student's parent.

2. CERTIFICATIONS AND LICENSES

CONTRACTOR shall be certified by the California Department of Education (hereinafter referred to as "CDE") as a nonpublic, nonsectarian school/agency. All nonpublic school and nonpublic agency services shall be provided consistent with the area of certification specified by CDE Certification and as defined in California Education Code, section 56366 et seq. and within the professional scope of practice of each provider's license, certification and/or credential. In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this State shall be certified or licensed by that state to provide, respectively, special education and related services and designated instruction and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 et seq.).

If CONTRACTOR is a licensed children's institution (hereinafter referred to as "LCI"), CONTRACTOR shall be licensed by the state, or other public agency having delegated authority by contract with the state to license, to provide nonmedical care to children, including, but not limited to, individuals with exceptional needs. The LCI must also comply with all licensing requirements relevant to the protection of the child, and have a special permit, if necessary, to meet the needs of each child so placed. If the CONTRACTOR operates a program outside of California and provides services to LEA students in such out-of-state program, CONTRACTOR must obtain all required licenses from the appropriate licensing agency in both California and in the state where the LCI is located.

A current copy of CONTRACTOR's licenses and nonpublic school/agency certifications, or a validly issued waiver of any such certification, must be provided to LEA on or before the date this Master Contract is executed by CONTRACTOR. CONTRACTOR must immediately (and under no circumstances longer than three (3) calendar days) notify LEA if any such licenses, certifications or waivers are expired, suspended, revoked, rescinded, or subject to a pending administrative or legal complaint or lawsuit, or otherwise nullified during the effective period of this Master Contract. If any such licenses, certifications or waivers are expired, suspended, revoked, rescinded, or otherwise nullified during the effective period of this Master Contract, this Master Contract shall terminate as of the date of such action.

With respect to CONTRACTOR's certification, failure to notify the LEA and CDE of any changes in: (1) credentialed/licensed staff; (2) ownership; (3) management and/or control of the agency; (4) major modification or relocation of facilities; or (5) significant modification of the program, constitutes a breach of the Master Contract and may result in the termination of this Master Contract by the LEA and/or suspension or revocation of CDE certification.

Total student enrollment shall be limited to capacity as stated on CDE certification. Total class size shall be limited to capacity as stated in Section 24 of the Master Contract.

3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS

During the term of this Master Contract, CONTRACTOR shall comply with all applicable federal, state, and local statutes, laws, ordinances, rules, policies, and regulations including but not limited to the provision of special education and/or related services, facilities for individuals with exceptional needs, pupil enrollment, attendance and transfer, corporal punishment, pupil discipline, and positive behavioral interventions.

CONTRACTOR acknowledges and understands that LEA may report to the CDE any violations of the provisions of this Master Contract, and that this may result in the suspension and/or revocation of CDE nonpublic school/agency certification pursuant to California Education Code section 56366.4(a).

4. TERM OF MASTER CONTRACT

The term of this Master Contract shall be from July 1, 2020 to June 30, 2021 (Title 5 California Code of Regulations section 3062(a)) unless otherwise stated. Neither the CONTRACTOR nor the LEA is required to renew this Master Contract in subsequent contract years. However, the parties acknowledge that any subsequent Master Contract is to be renegotiated prior to June 30, 2021 (Title 5 California Code of Regulations Section 3062(d)). In the event a Master Contract is not renegotiated by June 30th, the parties shall have 90 days from July 1 of the new fiscal year to consummate the contract. (Education Code Section 56366(c)). No Master Contract will be offered unless and until all of the contracting requirements have been satisfied. The offer of a Master Contract to a CONTRACTOR is at the sole discretion of the LEA. Requests for renegotiation of any rate, including but not limited to, related services for the subsequent contract year, are to be submitted in writing to Orange County Department of Education, Special Education Division, 200 Kalmus Drive, P.O. Box 9050, Costa Mesa, CA 92628-9050 prior to January 31, 2021.

5. INTEGRATION/CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION OR TERMINATION

This Master Contract includes each Individual Services Agreement which is incorporated herein by this reference. This Master Contract supersedes any prior or contemporaneous written or oral understanding or agreement. This Master Contract may be amended only by written amendment executed by both parties.

CONTRACTOR shall provide the LEA with all information as requested in writing to secure a Master Contract or a renewal.

At a minimum, such information shall include copies of teacher credentials and clearance, insurance documentation and CDE certification. The LEA may require additional information as applicable. If the application packet is not completed and returned to the LEA, no Master Contract will be issued. If CONTRACTOR does not return the Master Contract to the LEA duly signed by an authorized representative within ninety (90) calendar days of issuance by LEA, the new contract rates will not take effect until the newly executed Master Contract is received by the LEA and will not be retroactive to the first day of the new Master Contract's effective date. If CONTRACTOR fails to execute the new Master Contract within such ninety (90) calendar day period, all payments shall cease until such time as the new Master Contract is signed. (California Education Code sections 56366(c)(1) and (2).) In the event that this Master Contract expires or terminates, CONTRACTOR and LEA shall continue to be bound to all of the terms and conditions of the most recent executed Master Contract between CONTRACTOR and LEA for so long as CONTRACTOR is servicing authorized LEA students at the direction of the LEA.

6. INDIVIDUAL SERVICES AGREEMENT

This Master Contract shall include an ISA developed for each LEA student for whom CONTRACTOR is to provide special education and/or related services. An ISA shall be substantially similar in form and content to the ISA set forth in Exhibit B, attached hereto and incorporated herein by reference. An ISA shall only be issued for LEA students enrolled with the approval of the LEA pursuant to Education Code section 56366(a)(2)(A). An ISA may be effective for more than one contract year provided that there is a concurrent Master Contract in effect. In the event that this Master Contract expires or terminates, CONTRACTOR shall continue to be bound to all of the terms and conditions of the most recent executed ISAs between CONTRACTOR and LEA for so long as CONTRACTOR is servicing authorized LEA students.

Any and all changes to a LEA student's educational placement/program provided under this Master Contract and/or an ISA shall be made solely on the basis of a revision to the LEA student's IEP. At any time during the term of this Master Contract, a LEA student's parent, CONTRACTOR, or LEA may request a review of a LEA student's IEP subject to all procedural safeguards required by law.

Unless otherwise provided in this Master Contract, the CONTRACTOR shall provide all services specified in the IEP unless the CONTRACTOR and the LEA agree otherwise in the ISA (California Education Code sections 56366(a)(5) and 3062(e)). In the event the CONTRACTOR is unable to provide a specific service at any time during the life of the ISA, the CONTRACTOR shall notify the LEA in writing within five (5) business days of the last date a service was provided.

If a parent or LEA contests the termination of an ISA by initiating a due process proceeding with the OAH, CONTRACTOR shall abide by the "stay-put" requirement of state and federal law unless the parent agrees otherwise. CONTRACTOR shall abide by the "stay-put" requirement of state and federal law when placement in an interim alternative educational setting is made by the LEA or OAH consistent with 20 U.S.C. section 1415(k)(1). CONTRACTOR shall adhere to all the LEA requirements concerning changes in placement.

Disagreements between the LEA and CONTRACTOR concerning the formulation of an ISA or the Master Contract may be appealed to the County Superintendent of Schools of the County where the LEA is located, or the State Superintendent of Public Instruction pursuant to the provisions of California Education Code section 56366(c)(2). Nothing herein shall limit LEA or CONTRACTOR from engaging in alternative dispute resolution. CONTRACTOR disagrees with the language of Education Code section 56366(c)(2), and nothing herein shall constitute a waiver by CONTRACTOR of its rights to challenge that provision.

7. DEFINITIONS

The following definitions shall apply for purposes of this contract:

- a. The term "CONTRACTOR" means a nonpublic, nonsectarian school/agency certified by the California Department of Education, including its officers, agents, and employees and as identified in Paragraph 1 above.
- b. The term "authorized LEA representative" means a LEA administrator designated to be responsible for nonpublic school/agencies.
- c. The term "credential" means a valid credential, life diploma, permit, or document in special education or pupil personnel services issued by, or under the jurisdiction of, the State Board of Education if issued prior to 1970 or the California Commission on Teacher Credentialing, which entitles the holder thereof to perform services for which certification qualifications are required as defined in Title 5 of the California Code of Regulations section 3001(g).
- d. The term "qualified" means that a person holds a certificate, permit or other document equivalent to that which staff in a public school are required to hold to provide special education and designated instruction and services, and has met federal and state certification, licensing, registration, or other comparable requirements which apply to the area in which he or she is providing special education or related services, including those requirements set forth in Title 5 of the California Code of Regulations sections 3064 and 3065, or, in the absence of such requirements, the state-education-agency-approved or recognized requirements, and adheres to the standards of professional practice established in federal and state law or regulation, including the standards contained in the California Business and Professions Code. Nothing in this definition shall be construed as restricting the activities of services of a graduate needing direct hours leading to licensure, or of a student teacher or intern leading to a graduate degree at an accredited or approved college or university, as authorized by state laws or regulations.
- e. The term "license" means a valid nonexpired document issued by a licensing agency within the Department of Consumer Affairs or other state licensing office authorized to grant licenses and authorizing the bearer of the document to provide certain professional services, including but not limited to mental health and board and care services at a residential placement, or refer to themselves using a specified professional title. If a license is not available through an appropriate state licensing agency, a certificate of registration with the appropriate professional organization at the national or state level which has standards established for the certificate that are equivalent to a license, shall be deemed to be a license as defined in Title 5 of the California Code of Regulations section 3001(r).
- f. Parent means a biological or adoptive parent unless the biological or adoptive parent does not have legal authority to make educational decisions for the child; a guardian generally authorized to act as the child's parent or authorized to make educational decisions for the child, including a responsible adult appointed for the child in accordance with Welfare and Institutions Code sections 361 and 726; an individual acting in the place of a biological or adoptive parent, including a grandparent, stepparent, or other relative with whom the child lives, or an individual who is legally responsible for the child's welfare; a surrogate parent; a foster parent if the

authority of the biological or adoptive parent to make educational decisions on the child's behalf has been specifically limited by court order in accordance with Title 34 of the Code of Federal Regulations 300.30(b)(1) or (2). Parent does not include the state or any political subdivision of government or the nonpublic school or agency under contract with the LEA for the provision of special education or designated instruction and services for a child. (California Education Code section 56028).

- g. The term "days" means calendar days unless otherwise specified.
- h. The phrase "billable day" means a school day in which instructional minutes meet or exceed those in comparable LEA programs.
- i. The phrase "billable day of attendance" means a school day as defined in California Education Code Section 46307, in which a LEA student is in attendance and in which instructional minutes meet or exceed those in comparable LEA programs unless otherwise stipulated in an IEP or ISA.
- j. It is understood that the term "Master Contract" also means "Agreement" and is referred to as such in this document.

ADMINISTRATION OF CONTRACT

8. NOTICES

All notices provided for by this Master Contract shall be in writing. Notices shall be mailed by first class mail deposited with the United States Postal Service or delivered by hand and shall be effective as of the date of receipt by addressee. E-mail notifications may be used provided that a hard copy is also mailed by first class mail deposited with the United States Postal Service or delivered by hand and shall be effective as of the date of receipt by addressee via first class mail or hand delivery.

All notices mailed to the LEA shall be addressed to the person, or his/her designee as indicated on Exhibit C, attached hereto and incorporated herein by reference. Notices to CONTRACTOR shall be addressed as indicated on signature page of this Master Contract.

9. MAINTENANCE OF RECORDS

All records shall be maintained by CONTRACTOR as required by state and federal laws and regulations. Notwithstanding the foregoing sentence, CONTRACTOR shall maintain all records for at least five (5) years after the termination of this Master Contract. For purposes of this Master Contract, "records" shall include, but not be limited to student records as defined by California Education Code section 49061(b) including electronically stored information; cost data records as set forth in Title 5 of the California Code of Regulations section 3061; registers and roll books of teachers and/or daily service providers; daily service logs and notes and other documents used to record the provision of related services including supervision; daily service logs and notes used to record the provision of services provided through additional instructional assistants, NPA behavior intervention aides, and bus aides; absence verification records (parent/doctor notes, telephone logs, and related documents) if the CONTRACTOR is funded for excused absences, however, such records are not required if positive attendance is required; bus rosters; staff lists specifying credentials held and documents evidencing other staff qualifications, social security numbers, dates of hire, and dates of termination; records of employee training and certification, staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related services subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state nonpublic school and/or agency certifications by-laws; lists of current board of directors/trustees, if incorporated; documents evidencing financial expenditures; federal/state payroll quarterly reports; and bank statements and canceled checks or facsimile thereof.

CONTRACTOR shall maintain LEA student records in a secure location to ensure confidentiality and prevent unauthorized access. CONTRACTOR shall maintain a current list of the names and positions of CONTRACTOR's employees who have access to confidential records. CONTRACTOR shall maintain an access log for each LEA student's record which lists all persons, agencies, or organizations requesting or receiving information from the record. Such log shall be maintained as required by California Education Code section 49064 and include the name, title, agency/organization affiliation, and date/time of access for each individual requesting or receiving information from the LEA student's record. Such log needs to record access to the LEA student's records by: (a) the LEA student's parent; (b) an individual to whom written consent has been executed by the LEA student's parent; or (c) employees of LEA or CONTRACTOR having a legitimate educational interest in requesting or receiving information from the record. CONTRACTOR/LEA shall maintain copies of any written parental concerns granting access to student records. For purposes of this paragraph, "employees of LEA or CONTRACTOR" do not include subcontractors. CONTRACTOR shall grant parents access to student records, and comply with parents' requests for copies of student records within five (5) business days following the date of request by parent or LEA, consistent with Education Code sections 49069 and 56504. CONTRACTOR agrees, in the event of school or agency closure, to forward all records within five (5) business days to LEA. These shall include, but not limited to, current transcripts, IEP/ISPs, and reports. CONTRACTOR acknowledges and agrees that all student records maintained by CONTRACTOR as required by state and federal laws and regulations are the property of LEA and must be returned to LEA without dissemination to any other entity.

10. SEVERABILITY CLAUSE

If any provision of this Master Contract is held, in whole or in part, to be unenforceable for any reason, the remainder of that provision and of the entire Agreement shall be severable and remain in effect.

11. SUCCESSORS IN INTEREST

This contract binds CONTRACTOR's successors and assignees. CONTRACTOR shall notify the LEA in writing within thirty (30) calendar days of any change of ownership or change of corporate control.

12. VENUE AND GOVERNING LAW

The laws of the State of California shall govern the terms and conditions of this Master Contract with venue in Orange County.

13. MODIFICATIONS AND AMENDMENTS REQUIRED TO CONFORM TO LEGAL AND ADMINISTRATIVE GUIDELINES

This Master Contract may be modified or amended to conform to administrative and statutory guidelines issued by any state, federal or local governmental agency. The party seeking such modification shall provide thirty (30) days' notice of any such changes or modifications made to conform to administrative or statutory guidelines and a copy of the statute or regulation upon which the modification or changes are based. If the parties cannot agree on such modifications or amendments, this Master Contract may be terminated in accordance with Paragraph 14.

14. TERMINATION

This Master Contract or an Individual Service Agreement may be terminated for cause. The cause shall not be the availability of a public class initiated during the period of the Master Contract or ISA unless the parent agrees to the transfer of the student to the public school program at an IEP team meeting. To terminate the Master Contract for cause, either party shall give twenty (20) days prior written notice to the other party (California Education Code section 56366(a)(4)). At the time of

termination, CONTRACTOR shall provide to the LEA any and all documents CONTRACTOR is required to maintain under this Master Contract. ISAs are void upon termination of this Master Contract, except as specified above in Paragraph 5. CONTRACTOR or the LEA may also terminate an individual ISA for cause. To terminate the ISA, either party shall also give twenty (20) days prior written notice to the other.

15. INSURANCE

CONTRACTOR shall, at his, her, or its sole cost and expense, maintain in full force and effect, during the term of this Agreement, the following insurance coverage from a California licensed and/or admitted insurer with an A minus (A-), VII, or better rating from A.M. Best, sufficient to cover any claims, damages, liabilities, costs and expenses (including counsel fees) arising out of or in connection with CONTRACTOR'S fulfillment of any of its obligations under this Agreement:

- A. **Commercial General Liability Insurance**, including both bodily injury and property damage, with minimum limits as follows:

\$2,000,000 per occurrence
 \$ 5,000 medical expenses
 \$1,000,000 personal & advertising injury
 \$4,000,000 general aggregate

- B. **Sexual Abuse or Molestation Liability**, with minimum limits as follows:

\$5,000,000 sexual abuse or molestation per occurrence for NPS/RTC
 \$3,000,000 sexual abuse or molestation per occurrence for NPS
 \$3,000,000 sexual abuse or molestation per occurrence for NPA

Sexual abuse or molestation limits shall be separate and in addition to the limits required in sections A, C and E.

The definition of abuse shall include, but not be limited to, physical abuse, such as sexual or other bodily harm, and non-physical abuse, such as verbal, emotional or mental abuse, any actual, threatened or alleged act, and errors, omissions, or misconduct related to abuse.

- C. **Auto Liability Insurance**. To the extent vehicles are used to transport students, such vehicles shall have liability coverage of not less than \$1,000,000 million per occurrence combined single limit.

If CONTRACTOR uses a vehicle to travel to/from school sites, between schools and/or to/from students' homes or other locations as an approved service location by the LEA, CONTRACTOR must comply with State of California auto insurance requirements and maintain liability coverage with minimum limits of \$1,000,000 combined single limit per occurrence.

If CONTRACTOR uses a bus to transport students, minimum limits of liability shall be \$10,000,000 combined single limit per occurrence.

- D. **Workers' Compensation and Employers Liability Insurance** in a form and amount covering CONTRACTOR'S full liability under the California Workers' Compensation Insurance and Safety Act and in accordance with applicable state and federal laws.

Part A – Statutory Limits

Part B - \$1,000,000/\$1,000,000/\$1,000,000 Employers Liability

- E. **Errors & Omissions (E & O)/Malpractice (Professional Liability)** coverage with the following limits:
- \$2,000,000 per occurrence or, if claims-made, per claim
\$4,000,000 general aggregate
- If provided on a claims-made basis, this Professional Liability policy shall provide extended reporting period coverage for claims made within three years after termination of this Agreement.
- F. The minimum insurance limit requirements may be satisfied with a combination of primary and excess insurance, to satisfy the minimum insurance requirements of the Master Contract. Acceptable excess policies should be either Excess Following Form (i.e., subject to all of the terms and conditions of the policy beneath it) or Umbrella Liability coverage limits that satisfy the minimum limits expressed above in A, B, and E.
- G. CONTRACTOR, upon execution of this Master Contract and periodically thereafter upon request, shall furnish the LEA with certificates of insurance and endorsements evidencing such coverage. The certificate of insurance shall include a thirty (30) day non-renewal, cancellation or modification notice provision. The Commercial General Liability, Automobile Liability and any Excess Following Form or Umbrella (excluding Professional/E&O) policies shall name the LEA, District's Board of Education, agents, employees and volunteers as additional insureds on all insurance policies and premiums shall be paid by CONTRACTOR and shall be deemed included in CONTRACTOR's obligations under this contract at no additional charge. The Workers' compensation coverage shall include WAIVER OF SUBROGATION endorsements which provide that the insurer or self-insurer shall waive its right of subrogation against the LEA, District's Board of Education, and its officers, directors, employees, volunteers, and agents with respect to any losses paid under the terms of the policies.
- H. Unless CONTRACTOR is insured under the California Private Schools Self Insurance Group (CAPS SIG) or a similar self-insurance group, any deductibles or self-insured retentions above \$100,000 must be declared to and approved by the LEA. At its option, the LEA may require the CONTRACTOR, at the CONTRACTOR's sole cost, to: (a) cause its insurer to reduce to levels specified by the LEA or eliminate such deductibles or self-insured retentions with respect to the LEA, its officials and employees or (b) procure a bond guaranteeing payment of losses and related investigation.
- I. For any claims related to the services provided by CONTRACTOR, the CONTRACTOR's insurance coverage shall be primary insurance as respects the LEA, its subsidiaries, officials and employees. Any insurance or self-insurance maintained by the LEA, its subsidiaries, officials and employees shall be excess of the CONTRACTOR's insurance and shall not contribute with it. Coverage for all liability coverage parts shall include defense and expense costs outside of the coverage limits.
- J. All Certificates of Insurance shall reference the contract number, name of the school or agency submitting the certificate, and the location of the school or agency submitting the certificate on the certificate.
- K. The insurance requirements required herein shall not be deemed to limit CONTRACTOR's liability relating to the performance under this Agreement. The procuring of insurance shall not be construed as a limitation on liability or as full performance of the indemnification and harmless provisions of this Master Contract.

CONTRACTOR understands and agrees that, notwithstanding any insurance, CONTRACTOR's obligation to defend, indemnify and hold harmless LEA in accordance with this Master Contract is for the full and total amount of any damage, injuries, loss, expense, costs, or liabilities caused by or in any manner connected with or attributed to the acts or omissions of CONTRACTOR, its directors, officers, agents, employees, subcontractors, guests or visitors, or the operations conducted by CONTRACTOR, or the CONTRACTOR's use, misuse, or neglect of the LEA's premises.

- L. CONTRACTOR shall require that all subcontractors meet the requirements of this Section and the indemnification Section of this Agreement unless otherwise agreed in writing by the LEA.

If the LEA or CONTRACTOR determines that changes in insurance coverage obligations under this section is necessary, either party may reopen negotiations to modify the insurance obligations.

16. INDEMNIFICATION AND HOLD HARMLESS

To the fullest extent allowed by law, CONTRACTOR shall defend, indemnify and hold harmless LEA and its directors, officers, agents, employees and guests against any claim or demand arising from any actual or alleged act, error, or omission by CONTRACTOR or its directors, officers, agents, employees, volunteers or guests arising from CONTRACTOR's duties and obligations described in this Agreement or imposed by law.

To the fullest extent allowed by law, LEA shall defend, indemnify and hold harmless CONTRACTOR and its directors, officers, agents, employees and guests against any claim or demand arising from any actual or alleged act, error, or omission by LEA or its directors, officers, agents, employees, volunteers or guests arising from LEA's duties and obligations described in this Agreement or imposed by law.

17. INDEPENDENT CONTRACTOR

Nothing herein contained shall be construed to imply a joint venture, co-principal, partnership, principal-agent, employer-employee, or co-employer relationship between the LEA and CONTRACTOR. CONTRACTOR shall provide all services under this Agreement as an independent contractor, and neither party shall have the authority to bind or make any commitment on behalf of the other. Nothing contained in this Agreement shall be deemed to create any association, partnership, joint venture or relationship of principal and agent, master and servant, or employer and employee between the parties or any affiliates of the parties, or between the LEA and any individual assigned by CONTRACTOR to perform any services for the LEA.

If the LEA is determined to be a partner, joint venture, co-principal, employer or co-employer of CONTRACTOR based on any acts or omissions of CONTRACTOR, CONTRACTOR shall indemnify and hold harmless the LEA from and against any and all claims for loss, liability, or damages arising from that determination, as well as any expenses, costs, taxes, penalties and interest charges incurred by the LEA as a result of that determination. If CONTRACTOR is determined to be a partner, joint venture, co-principal, employer, or co-employer of the LEA based on any acts or omissions of LEA, LEA shall indemnify and hold harmless the CONTRACTOR from and against any and all claims for loss, liability, or damages arising from that determination, as well as any expenses, costs, taxes, penalties and interest charges incurred by the LEA as a result of that determination.

18. SUBCONTRACTING

CONTRACTOR shall provide written notification to LEA before subcontracting for special education and/or related services pursuant to this Master Contract. CONTRACTOR's written notification shall include the specific special education and/or related service to be subcontracted, including the

corresponding hourly rate or fee. In the event LEA determines that it can provide the subcontracted service(s) at a lower rate, LEA may elect to provide such service(s). If LEA elects to provide such service(s), LEA shall provide written notification to CONTRACTOR within five (5) days of receipt of CONTRACTOR's original notice and CONTRACTOR shall not subcontract for said service(s).

CONTRACTOR shall incorporate all of the provisions of this Master Contract in all subcontracts unless written approval for any change is first obtained by the LEA. Furthermore, when CONTRACTOR enters into subcontracts for the provision of special education and/or related services (including but not limited to, transportation) for any LEA student, CONTRACTOR shall cause each subcontractor to procure and maintain insurance during the term of each subcontract. Such subcontractor's insurance shall comply with the provisions of Section 15. Each subcontractor shall furnish the LEA with original endorsements and certificates of insurance effecting coverage required by Section 15. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. LEA may request that the certificates and endorsements be completed on forms provided by the LEA. All certificates and endorsements are to be received and approved by the LEA before the subcontractor's work commences. The Commercial General Liability and Automobile Liability policies shall name the LEA and the LEA/District Board of Education, agents, employees and volunteers as additional insured. If LEA does not approve the subcontractor's insurance, the LEA shall provide CONTRACTOR notice within fifteen (15) days.

As an alternative to the LEA's forms, a subcontractor's insurer may provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by this Master Contract. All Certificates of Insurance shall reference the LEA contract number, name of the school or agency submitting the certificate, indication if nonpublic school or nonpublic agency, and the location of the school or agency submitting the certificate. In addition, all sub-contractors must meet the requirements as contained in Section 45 (Clearance Requirements) and Section 46 (Staff Qualifications) of this Master Contract.

19. CONFLICTS OF INTEREST

CONTRACTOR shall provide to the LEA, upon request, a copy of its current bylaws and a current list of its Board of Directors (or Trustees), if it is incorporated. This can be provided via e-mail to the SELPA Director of the LEA. CONTRACTOR and any member of its Board of Directors (or Trustees) shall avoid any relationship with the LEA that constitutes or may constitute a conflict of interest pursuant to California Education Code section 56042, Government Code section 1090 et seq., including, but not limited to, employment with LEA, provision of private party assessments and/or reports, and attendance at IEP team meetings acting as a student's advocate. Pursuant to California Education Code section 56042, an attorney or advocate for a parent of an individual with exceptional needs shall not recommend placement at CONTRACTOR's facility if the attorney or advocate is employed or contracted by the CONTRACTOR, or will receive a benefit from the CONTRACTOR, or otherwise has a conflict of interest.

Unless CONTRACTOR and the LEA otherwise agree in writing, the LEA shall neither execute an ISA with CONTRACTOR nor amend an existing ISA for a LEA student when a recommendation for special education and/or related services is based in whole or in part on assessment(s) or reports provided by CONTRACTOR to the LEA student without prior written authorization by LEA. This paragraph shall apply to CONTRACTOR regardless of when an assessment is performed or a report is prepared (i.e., before or after the LEA student is enrolled in CONTRACTOR's school/agency) or whether an assessment of the LEA student is performed or a report is prepared in the normal course of the services provided to the LEA student by CONTRACTOR. To avoid a conflict of interest, and in order to ensure the appropriateness of an Independent Educational Evaluation (hereinafter referred to as "IEE") and its recommendations, the LEA may, in its discretion, not fund an IEE by an evaluator who provides ongoing service(s) or is sought to provide service(s) to the student for whom the IEE is requested. Likewise, the LEA may, in its discretion, not fund services through the evaluator whose

IEE the District agrees to fund. When no other appropriate assessor is available, the LEA may request and if CONTRACTOR agrees, the CONTRACTOR may provide an IEE.

CONTRACTOR shall not admit a student living within the jurisdictional boundaries of the LEA on a private pay or tuition free “scholarship” basis and concurrently or subsequently advise/request parent(s) to pursue funding for the admitted school year from the LEA through due process proceedings.

20. NON-DISCRIMINATION

CONTRACTOR shall not, in employment or operation of its programs, unlawfully discriminate on the basis of race, ethnicity, color, religion, sex, gender, pregnancy, gender identity, sexual orientation, national origin, immigration status, age, disability, or any other classification protected by federal or state law.

EDUCATIONAL PROGRAM

21. FREE AND APPROPRIATE PUBLIC EDUCATION

LEA shall provide CONTRACTOR with a copy of the IEP including the Individualized Transition Plan (hereinafter referred to as “ITP”) of each LEA student served by CONTRACTOR. CONTRACTOR shall provide to each LEA student special education and/or related services (including transition services) within the nonpublic school or nonpublic agency consistent with the LEA student’s IEP and as specified in the ISA. If CONTRACTOR is a nonpublic school, CONTRACTOR shall not accept a LEA student if it cannot provide or ensure the provision of the services outlined in the student’s IEP.

Unless otherwise agreed to between CONTRACTOR and LEA, CONTRACTOR shall be responsible for the provision of all appropriate supplies, equipment, and/or facilities for LEA students, as specified in the LEA student’s IEP and ISA. If an IEP team determines that a LEA student requires an assistive technology device based on an assessment, or requires low incidence equipment for eligible students with low incidence disabilities, LEA shall provide such assistive technology device or low incidence equipment when specified in the student’s IEP and ISA, and if necessary, provide training on the use of the device/equipment. Such device/equipment remains the property of the LEA and shall be returned to the LEA when the IEP team determines the device/equipment is no longer needed or when the student is no longer enrolled in the nonpublic school.

CONTRACTOR shall make no charge of any kind to parents for special education and/or related services as specified in the LEA student’s IEP and ISA (including, but not limited to, screenings, assessments, or interviews that occur prior to or as a condition of the LEA student’s enrollment under the terms of this Master Contract). CONTRACTOR may charge a LEA student’s parent(s) for services and/or activities not necessary for the LEA student to receive a free appropriate public education after: (a) verification that any such charge or fee is not a “pupil fee” under Education Code section 49010 et. seq.; (b) written notification to the LEA student’s parent(s) of the cost and voluntary nature of the services and/or activities; and (c) receipt by the LEA of the written notification and a written acknowledgment signed by the LEA student’s parent(s) of the cost and voluntary nature of the services and/or activities. CONTRACTOR shall adhere to all LEA guidelines as well as all California state laws, regulations and guidelines prohibiting pupil fees, deposits or other charges.

Voluntary services and/or activities not necessary for the LEA student to receive a free appropriate public education shall not interfere with the LEA student’s receipt of special education and/or related services as specified in the LEA student’s IEP and ISA unless the LEA, CONTRACTOR and parent agree otherwise in writing.

22. GENERAL PROGRAM OF INSTRUCTION

All nonpublic school and nonpublic agency services shall be provided consistent with the area of certification specified by CDE Certification and as defined in California Education Code section 56366 et seq. and shall ensure that facilities are adequate to provide LEA students with an environment, which meets all pertinent health and safety regulations.

When CONTRACTOR is a nonpublic school, CONTRACTOR's general program of instruction shall: (a) utilize evidence-based practices and predictors and be consistent with LEA's standards regarding the particular course of study and curriculum; (b) include curriculum that addresses mathematics, literacy and the use of educational technology and transition services; (c) be consistent with CDE's standards regarding the particular course of study and curriculum; (d) provide the services as specified in the LEA student's IEP and ISA. LEA students shall have access to: (a) State Board of Education (SBE) - adopted Common Core State Standards (CCSS) and the same instructional materials for kindergarten and grades 1 to 8, inclusive; and provide standards – aligned core curriculum and instructional materials for grades 9 to 12, inclusive, used by a local education agency (LEA), that contracts with the nonpublic school; (b) college preparation courses; (c) extracurricular activities, such as art, sports, music and academic clubs; (d) career preparation and vocational training, consistent with transition plans pursuant to state and federal law and; (e) supplemental assistance, including individual academic tutoring, psychological counseling, and career and college counseling. CONTRACTOR's general program of instruction shall be described in writing and a copy provided to LEA prior to the effective date of this Master Contract.

When CONTRACTOR serves LEA students in grades nine (9) through twelve (12) inclusive, LEA shall provide to CONTRACTOR a specific list of the course requirements to be satisfied by the CONTRACTOR leading toward graduation or completion of LEA's diploma requirements including the graduation requirements for pupils in foster care, pupils who are homeless or former juvenile court school pupils as set forth in Education Code section 51225.1. CONTRACTOR shall not award a high school diploma to LEA students who have not successfully completed all of the LEA's graduation requirements unless otherwise permitted by law.

When CONTRACTOR serves LEA students in grades seven (7) through twelve (12) and issues pupil identification cards to LEA students, such pupil identification cards shall include the National Suicide Prevention Lifeline telephone number and may also include the Crisis Text Line and/or a local suicide prevention hotline telephone number as required by Education Code section 215.5.

When CONTRACTOR is a nonpublic agency and/or related services provider, CONTRACTOR's general program of instruction and/or services shall utilize evidence-based practices and predictors and be consistent with LEA and CDE guidelines and certification, and provided as specified in the LEA student's IEP and ISA. The nonpublic agency providing Behavior Intervention services shall develop a written plan that specifies the nature of their nonpublic agency service for each student within thirty (30) days of enrollment and shall be provided in writing to the LEA. School-based services may not be unilaterally converted by CONTRACTOR to a substitute program or provided at a location not specifically authorized by the IEP team. Except for services provided by a CONTRACTOR that is a licensed children's institution, all services not provided in the school setting require the presence of a parent, guardian or adult caregiver during the delivery of services, provided such guardian or caregiver have a signed authorization by the parent or legal guardian to authorize emergency services as requested. Licensed Children's Institution (LCI) CONTRACTORS shall ensure that appropriate and qualified residential or clinical staff is present during the provision of services under this Master Contract. CONTRACTOR shall immediately notify LEA in writing if no parent, guardian or adult caregiver is present. CONTRACTOR shall provide to the LEA a written description of the services and location provided prior to the effective date of this Master Contract. Contractors providing Behavior Intervention services must have a trained behaviorist or trained equivalent on staff consistent with the requirements set forth in Education Code section 56520 et seq.

It is understood that Behavior Intervention services are limited per CDE Certification and do not constitute as an instructional program.

When CONTRACTOR is a nonpublic agency, CONTRACTOR shall not provide transportation nor subcontract for transportation services.

23. INSTRUCTIONAL MINUTES

When CONTRACTOR is a nonpublic school, the total number of instructional minutes per school day provided by CONTRACTOR shall be at least equivalent to the number of instructional minutes per school day provided to LEA students at like grade level as required by Education Code section 46000 et seq. unless otherwise specified in the LEA student's IEP and ISA.

The total number of annual instructional minutes shall be at least equivalent to the total number of annual instructional minutes provided to LEA students attending LEA schools in like grade levels unless otherwise specified in the LEA student's IEP.

When CONTRACTOR is a nonpublic agency and/or related services provider, the total number of minutes per school day provided by CONTRACTOR shall be specified in the LEA student's ISA developed in accordance with the LEA student's IEP.

24. CLASS SIZE

When CONTRACTOR is a nonpublic school, CONTRACTOR shall ensure that class size shall not exceed a ratio of one teacher per twelve (12) students unless CONTRACTOR and the LEA agree otherwise, in writing. In the event of an LEA student experiencing excessive absenteeism or not regularly attending school, CONTRACTOR may provide written notice to each LEA with a student enrolled in that specific classroom of CONTRACTOR that the class size in that classroom will increase above 12 students but shall not exceed 14 students, for a period not to exceed 60 calendar days.

In the event a nonpublic school is unable to fill a vacant teaching position responsible for direct instruction to students, and the vacancy has direct impact on the California Department of Education Certification of that school, the nonpublic school shall develop a plan to assure appropriate coverage of students by first utilizing existing certificated staff. The nonpublic school and the LEA may agree to one 30 school day period per contract year where class size may be increased to assure coverage by an appropriately credentialed teacher. Such an agreement shall be in writing and signed by both parties. This provision does not apply to a nonpublic agency.

CONTRACTOR providing special education instruction for individuals with exceptional needs between the ages of three and five years, inclusive, shall also comply with the appropriate instructional adult to child ratios pursuant to California Education Code sections 56440 et seq.

25. CALENDARS

When CONTRACTOR is a nonpublic school, CONTRACTOR shall submit to the LEA a school calendar with the total number of billable days not to exceed 180 days, plus up to twenty (20) extended school year billable days unless otherwise specified in the LEA student's IEP/IFSP and ISA. Billable days shall include only those days that are included on the submitted and approved school calendar, and/or required by the IEP (developed by the LEA) for each student. CONTRACTOR shall not be allowed to change its school calendar and/or amend the number of billable days without the prior written approval of the LEA. Nothing in this Master Contract shall be interpreted to require the LEA to accept any requests for calendar changes.

Unless otherwise specified by the students' IEP, educational services shall occur at the school site. A student shall only be eligible for extended school year services if such are recommended by his/her

IEP Team and the provision of such is specifically included in the ISA. Extended school year shall consist of twenty (20) instructional days, unless otherwise agreed upon by the IEP Team convened by the LEA. Any days of extended school year in excess of twenty (20) billable days must be mutually agreed to, in writing, prior to the start of the extended school year.

Student must have actually been in attendance during the regular school year and/or during extended school year and actually received services on a billable day of attendance in order for CONTRACTOR to be eligible for payment. It is specifically understood that services may not be provided on weekends/holidays and other times when school is not in session, unless agreed to by the LEA, in writing, in advance of the delivery of any nonpublic school service. Any instructional days provided without this written agreement shall be at the sole financial responsibility of the CONTRACTOR.

CONTRACTOR shall observe the same legal holidays as the LEA and shall identify the dates of observance on its school calendar submitted to the LEA. Those holidays are Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day, New Year's Day, Dr. Martin Luther King, Jr. Day, President's Day, Memorial Day and Independence Day. With the approval of the LEA, CONTRACTOR may revise the date upon which CONTRACTOR closes in observance of any of the holidays observed by LEA.

When CONTRACTOR is a nonpublic agency, CONTRACTOR shall be provided with a LEA-developed/approved calendar prior to the initiation of services. CONTRACTOR herein agrees to observe holidays as specified in the LEA-developed/approved calendar. CONTRACTOR shall provide services pursuant to the LEA-developed/approved calendar; or as specified in the LEA student's IEP and ISA. Unless otherwise specified in the LEA student's ISA, CONTRACTOR shall provide related services to LEA students on only those days that the LEA student's school of attendance is in session and the LEA student attends school. CONTRACTOR shall bill only for services provided on billable days of attendance as indicated on the LEA calendar unless CONTRACTOR and the LEA agree otherwise, in writing. Student must have actually been in attendance and/or received services on a billable day of attendance in order for CONTRACTOR to be eligible for payment. It is specifically understood that services may not be provided on weekends/holidays and other times when school is not in session, unless agreed to by the LEA, in writing, in advance of the delivery of any nonpublic agency service provided by CONTRACTOR. Any instructional days provided without this written agreement shall be at the sole financial responsibility of the CONTRACTOR.

26. DATA REPORTING

CONTRACTOR shall agree to provide to the LEA, all data related to students who are served by the CONTRACTOR. This shall include any and all data related to any section of this Master Contract, including but not limited to student information, student discipline and billing information. The specific format of the data to be provided shall be determined between the LEA and CONTRACTOR. CONTRACTOR shall not enter into a contract with a third party for the purpose of providing cloud-based services including but not limited digital storage, management and retrieval of pupil records or to provide digital educational software that authorizes such third party to access, store, and use pupil records, unless CONTRACTOR has obtained prior written authorization from LEA in compliance with Education Code section 49073.1.

The LEA may provide the CONTRACTOR with approved forms and/or format for such data, including but not limited to, forms developed by CDE, approved electronic IEP systems, invoicing, attendance reports, and progress reports. The LEA may approve use of CONTRACTOR-provided forms at LEAs discretion.

27. LEAST RESTRICTIVE ENVIRONMENT/DUAL ENROLLMENT

CONTRACTOR and the LEA shall both follow policies and procedures that support Least Restrictive Environment (“LRE”) options (and/or dual enrollment options if available and appropriate) for students to have access to the general curriculum and to be educated with their nondisabled peers to the maximum extent appropriate.

LRE placement options shall be addressed at all IEP team meetings regarding students for whom ISAs have been or may be executed. This shall include IEP team consideration of supplementary aids and services and goals and objectives necessary for placement in the LRE and necessary to enable students to transition to less restrictive settings.

When an IEP team has determined that a student should be transitioned into the public school setting, CONTRACTOR shall assist the LEA in implementing the IEP team’s recommendations and/or activities to support the transition.

28. STATEWIDE ACHIEVEMENT TESTING

When CONTRACTOR is a nonpublic school, CONTRACTOR shall, in accordance with Education Code section 60640 et. seq. administer all Statewide assessments within the California Assessment of Student Performance and Progress (“CAASP”), Desired Results Developmental Profile (“DRDP”), California Alternative Assessment (“CAA”), achievement and abilities tests (using LEA-authorized assessment instruments), the Fitness Gram, and the English Language Proficiency Assessments for California (“ELPAC”), as appropriate to the student, and mandated by LEA pursuant to LEA guidelines as well as state and federal laws and regulations, unless LEA notifies CONTRACTOR that it will administer such Statewide assessments.

When CONTRACTOR is a nonpublic school, CONTRACTOR is subject to the alternative accountability system developed pursuant to Education Code section 52052, in the same manner as public schools. Each LEA student placed with CONTRACTOR by the LEA shall be tested by qualified staff of CONTRACTOR in accordance with that accountability program. LEA shall provide test administration training to CONTRACTOR’s qualified staff; CONTRACTOR shall attend LEA test training and comply with completion of all coding requirements as required by LEA. Contractor shall report the test results to the CDE as required by Education Code section 56366(a)(8)(A).

Where CONTRACTOR is a nonpublic school, CONTRACTOR shall administer all statewide achievement tests as mandated by the LEA and pursuant to the LEA guidelines, as well as state and federal laws and regulations, unless LEA notifies CONTRACTOR that it will administer such assessments.

29. DISTRICT MANDATED ATTENDANCE AT MEETINGS

CONTRACTOR shall attend District mandated meetings when legal mandates, and/or LEA policy and procedures are reviewed, including but not limited to the areas of: curriculum, high school graduation, standards-based instruction, behavior intervention, cultural and linguistic needs of students with disabilities, dual enrollment responsibilities, LRE responsibilities, transition services, and standardized testing. The LEA shall provide CONTRACTOR with reasonable advanced notice of mandated meetings. Attendance at such meetings shall not constitute a billable service hour(s).

30. POSITIVE BEHAVIOR INTERVENTIONS

CONTRACTOR shall comply with the requirements of Education Code sections 49005 et seq., 56520 et seq. and applicable provisions of Title 5 of the California Code of Regulations regarding positive behavior interventions including, but not limited to: the completion of functional behavioral assessments; the development, implementation, monitoring, supervision, modification, and evaluation of behavior intervention plans; emergency interventions and the prohibitions on the use of restraints

and seclusion. CONTRACTOR shall notify the parent/guardian, residential care provider (if appropriate) and LEA within one (1) school day of any behavior incident including when an emergency intervention is used or serious property damage occurs as well as provide LEA with a copy of the behavioral emergency report. It is understood that the LEA may require additional requirements for staff qualifications beyond what is required in Title 5 of the California Code of Regulations sections 3064 and 3065. Such requirements will be provided in writing to CONTRACTOR prior to entering into an ISA for a LEA student. Failure to maintain adherence to staff qualification requirements shall constitute sufficient cause for contract termination. CONTRACTOR shall provide the LEA with all training protocols for behavior intervention staff who do not possess a license, credential or recognized certification as part of their Master Contract application. CONTRACTOR shall provide certification to LEA, upon request, that all behavior aides who do not possess a license, credential or other recognized certification have completed required training protocols within ten (10) days of the start of providing behavior intervention services to a LEA student. Failure to do so shall constitute sufficient cause for termination.

CONTRACTOR shall designate an individual employed, contracted, and/or otherwise hired by CONTRACTOR as a behavior case manager who is qualified, and responsible for the design, planning and implementation of behavior interventions in accordance with state law. CONTRACTOR shall maintain a written policy in compliance with Education Code section 56520 et seq. and applicable provisions of Title 5 of the California Code of Regulations regarding emergency interventions and behavioral emergency reports. Evidence of such training shall be submitted to the LEA at the beginning of the school year and within thirty (30) days of any new hire.

CONTRACTOR shall ensure that all of its staff members are trained annually in crisis intervention, emergency procedures, and evidenced-based practices and interventions specific to the unique behavioral needs of the CONTRACTOR's pupil population. The training shall be provided within 30 days of employment to new staff who have any contact or interaction with pupils during the schoolday, and annually to all staff who have any contact or interaction with pupils during the schoolday. The CONTRACTOR shall select and conduct the training in accordance with California Education Code section 56366.1. CONTRACTOR shall maintain written records of such trainings and provide written verification of the trainings annually to LEA and upon request.

CONTRACTOR shall not authorize, order, consent to, or pay for any of the following prohibited interventions, or any other intervention similar to or like the following: (a) any intervention that is designed to, or likely to, cause physical pain, including but not limited to, electric shock; (b) releasing noxious, toxic, or otherwise unpleasant sprays, mists, or substances in proximity to the LEA student's face; (c) any intervention which denies adequate sleep, food, water, shelter, bedding, physical comfort, or access to bathroom facilities; (d) any intervention which is designed to subject, used to subject, or likely to subject the LEA student to verbal abuse, ridicule, or humiliation, or which can be expected to cause excessive emotional trauma; (e) restrictive interventions which employ a device, material, or objects that simultaneously immobilize all four extremities, including the procedure known as prone containment, except that prone containment or similar techniques may be used as a limited emergency intervention by CONTRACTOR's trained and qualified personnel as allowable by applicable law and regulations; (f) locked seclusion except as allowable by applicable law and regulations; (g) any intervention that precludes adequate supervision of the LEA student; and (h) any intervention which deprives the LEA student of one or more of his or her senses, pursuant to Education Code section 56521.2.

In the event CONTRACTOR places a pupil in seclusion as defined in Education Code section 49005.1, CONTRACTOR shall keep constant, direct observation of a pupil who is in seclusion as set forth in Education Code section 49005.8. CONTRACTOR shall also comply with all requirements of Education Code section 49005 et seq., in the event a restraint or prone containment is used on a pupil. CONTRACTOR shall also comply with the reporting requirements set forth in Education Code section

49006 regarding the reporting of the use of restraints and seclusion of pupils using forms developed by the California Department of Education or as otherwise agreed to by CONTRACTOR and LEA.

31. STUDENT DISCIPLINE

CONTRACTOR shall maintain and abide by a written policy for student discipline that is consistent with state and federal law and regulations. CONTRACTOR shall provide LEA, on a monthly basis, a written report of all disciplinary actions for LEA students, including incidents that result in “other means of correction”, suspension and/or expulsion of any LEA student, including all statutory offenses described in Education Code sections 48900 and 48915, using forms developed by the California Department of Education or as otherwise mutually agreed by CONTRACTOR and LEA. CONTRACTOR shall also include incidents resulting in the use of a behavioral restraint and/or seclusion even if they were not a result of a violation of Education Code Sections 48900 and 48915. Written notification shall be provided to the LEA as designated in Exhibit C.

When CONTRACTOR seeks to remove a LEA student from his/her current educational placement for disciplinary reasons, CONTRACTOR shall immediately submit a written discipline report to the LEA and a manifestation IEP team meeting shall be scheduled. Written discipline reports shall include, but not be limited to: the LEA student’s name; the time, date, and description of the misconduct; the disciplinary action taken by CONTRACTOR; and the rationale for such disciplinary action. A copy of the LEA student’s behavior plan, if any, shall be submitted with the written discipline report. CONTRACTOR and LEA agree to participate in a manifestation determination at an IEP meeting no later than the tenth (10th) day of suspension. CONTRACTOR shall notify LEA representatives of the need for an IEP team meeting when a manifestation determination will be considered.

32. IEP TEAM MEETINGS

An IEP team meeting shall be convened at least annually to evaluate: (1) the educational progress of each student placed with CONTRACTOR, including all state assessment results pursuant to the requirements of Education Code section 52052; (2) whether or not the needs of the student continue to be best met at the nonpublic school and/or by the nonpublic agency; and (3) whether changes to the student’s IEP are necessary, including whether the student may be transitioned to a public school setting. (California Education Code sections 56366(a)(2)(B)(i) and (ii).) If an LEA student is enrolled in the nonpublic school pursuant to a lawfully executed agreement between the LEA and parent, it shall be the responsibility of the LEA to notify CONTRACTOR in writing (1) when or whether an IEP meeting will be held, (2) whether placement in the nonpublic school should be documented as part of an IEP, and (3) the start date and, if known, the end date for services to be provided by CONTRACTOR to LEA student.

If a LEA student is to be transferred from a nonpublic school setting into a regular class setting in a public school for any part of the school day, the IEP team shall document, if appropriate, a description of activities provided to integrate the student into the regular education program, including the nature of each activity as well as the time spent on the activity each day or week and a description of the activities provided to support the transition of the student from the special education program into the regular education program. Each LEA student shall be allowed to provide confidential input to any representative of his or her IEP team. Except as otherwise provided in the Master Contract, CONTRACTOR and the LEA shall participate in all IEP team meetings regarding LEA students for whom ISAs have been or may be executed. At any time during the term of this Master Contract, a parent, the CONTRACTOR or the LEA may request a review of the student’s IEP, subject to all procedural safeguards required by law, including reasonable notice given to, and participation of, the CONTRACTOR in the meeting. Every effort shall be made to schedule IEP team meetings at a time and place that is mutually convenient to the parent(s), the CONTRACTOR and the LEA. CONTRACTOR shall provide to the LEA any and all assessments (including testing protocols) and written assessment reports created by CONTRACTOR and any of its agents or subcontractors, upon

request. It is understood that attendance at an IEP meeting is part of CONTRACTOR'S professional responsibility and is not a billable service under this Master Contract.

If the CONTRACTOR or LEA is unable to convince the parent or guardian that he or she should attend the IEP, CONTRACTOR shall maintain a written record of its attempts to arrange a mutually agreed-upon time and place. The CONTRACTOR and LEA shall also take any action necessary to ensure that the parent or guardian understands the proceedings at a meeting, including arranging for an interpreter.

Changes in any LEA student's educational program, including instruction, services, or instructional setting, provided under this Master Contract may only be made on the basis of revisions to the student's IEP. In the event that the CONTRACTOR believes the student requires a change of placement, the CONTRACTOR may request a review of the student's IEP for the purposes of considering a change in the student's placement. Student is entitled to remain in the last agreed upon and implemented placement unless parent agrees otherwise or unless an interim alternative educational placement is deemed lawful and appropriate by the LEA or OAH.

33. SURROGATE PARENTS

CONTRACTOR shall comply with state and federal laws and regulations regarding assigning surrogate parents to LEA students.

34. DUE PROCESS PROCEEDINGS

CONTRACTOR shall fully participate in special education due process proceedings including alternative dispute resolution, mediations and hearings, as requested by the LEA. CONTRACTOR shall also fully participate in the investigation of any complaint filed with the State of California, the Office for Civil Rights, or any other state and/or federal governmental body or agency. Full participation shall include, but in no way be limited to, cooperating with LEA representatives to provide complete answers raised by any investigator and/or the immediate provision of any and all documentation that pertains to the operation of CONTRACTOR's program and/or the implementation of a particular student's IEP/IFSP as well as directing CONTRACTOR staff to be available to obtain information and/or prepare for an investigation or due process hearing.

35. COMPLAINT PROCEDURES

CONTRACTOR shall maintain and adhere to its own written procedures for responding to parent complaints. These procedures shall include annually notifying and providing parents of LEA students with appropriate information (including complaint forms) for the following: (1) Uniform Complaint Procedures pursuant to Title 5 of the California Code of Regulations section 4600 et seq.; (2) Nondiscrimination policies pursuant to Title 5 of the California Code of Regulations section 4960 (a); (3) Sexual Harassment Policies pursuant to California Education Code 231.5(a)(b)(c); (4) Student Grievance Procedure pursuant to Title IX 34 CFR sections 106.8 (a)(d) and 106.9 (a); and (5) Notice of Privacy Practices in compliance with Health Insurance Portability and Accountability Act (HIPAA). CONTRACTOR shall include verification of these procedures to the LEA. CONTRACTOR shall immediately notify LEA of any complaints filed against it related to any LEA student and provide LEA with all documentation related to the complaint(s) and/or CONTRACTOR's investigation of complaints, including any and all reports generated as a result of an investigation.

36. LEA STUDENT PROGRESS REPORTS/REPORT CARDS AND ASSESSMENTS

Unless the LEA requests in writing that progress reports be provided on a monthly basis, CONTRACTOR shall provide to parents at least four (4) written progress reports/report cards. At a minimum, progress reports shall include progress over time towards IEP goals and objectives. A copy

of the progress reports/report cards shall be maintained at the CONTRACTOR's place of business and shall be submitted to the LEA and LEA student's parent(s).

CONTRACTOR shall also provide an LEA representative access to supporting documentation used to determine progress on any goal or objective, including but not limited to log sheets, observation notes, data sheets, pre-/post-tests, rubrics and other similar data collection used to determine progress or lack of progress on approved goals, objectives, transition plans or behavior support plans. The LEA may request copies of such data at any time within five (5) years of the date of service. CONTRACTOR agrees to maintain the information for at least five (5) years and also shall provide this data supporting progress within five (5) business days of request. Additional time may be granted as needed by the LEA.

CONTRACTOR shall complete academic or other assessment of the LEA student one month prior to the LEA student's annual or triennial review IEP team meeting for the purpose of reporting the LEA student's present levels of performance at the IEP team meeting as required by state and federal laws and regulations and pursuant to LEA policies, procedures, and/or practices. CONTRACTOR shall provide sufficient copies of its reports, documents, and projected goals to share with members of the IEP team five (5) business days prior to the IEP meeting. CONTRACTOR shall maintain supporting documentation such as test protocols and data collection, which shall be made available to LEA within five (5) business days of request.

CONTRACTOR is responsible for all assessment costs regarding the updating of goals and objectives, progress reporting and the development of present levels of performance. All assessments shall be provided by the LEA unless the LEA specifies in writing a request that CONTRACTOR perform such additional assessment. Any assessment costs may be added to the ISA and/or approved separately by the LEA at the LEA's sole discretion.

It is understood that all billable hours must be in direct services to pupils as specified in the ISA. For nonpublic agency services, supervision provided by a qualified individual as specified in Title 5 of the California Code of Regulations section 3065, shall be determined as appropriate and included in the ISA. Supervision means the direct observation of services, data review, case conferencing and program design consistent with professional standards for each professional's license, certification, or credential.

CONTRACTOR shall not charge the LEA student's parent(s) or LEA for the provision of progress reports, report cards, and/or any assessments, interviews, or meetings, unless the LEA agrees in writing prior to the completion of any work. It is understood that all billable hours have limits to those specified on the ISA consistent with the IEP. It is understood that copies of data collection notes, forms, charts and other such data are part of the pupil's record and shall be made available to the LEA upon written request.

37. TRANSCRIPTS

When CONTRACTOR is a nonpublic school, CONTRACTOR shall prepare transcripts at the close of each semester, or upon LEA student transfer, for LEA students in grades nine (9) through twelve (12) inclusive. CONTRACTOR shall submit all transcripts to the LEA Director of Special Education for evaluation of progress toward completion of diploma requirements as specified by LEA.

38. LEA STUDENT CHANGE OF RESIDENCE

Upon enrollment, CONTRACTOR shall notify parents in writing of their obligation to notify CONTRACTOR of the LEA student's change of residence. CONTRACTOR shall maintain, and provide upon request by LEA, documentation of such notice to parents. Within five (5) school days from the date CONTRACTOR becomes aware of a LEA student's change of residence, CONTRACTOR shall notify the LEA, in writing, of the LEA student's change of residence and

whether the student's IEP provides for an assistive technology device for use outside of the school setting. If the student's IEP provides an assistive technology device for use outside of the school setting then the student shall continue to be provided an assistive technology device for use outside the school setting until alternative arrangements are made or until two (2) months have elapsed from the date the student ceased to be enrolled in the LEA, whichever occurs first (Education Code section 56040.3).

If CONTRACTOR had knowledge or should reasonably have had knowledge of the LEA student's change of residence boundaries and CONTRACTOR fails to follow the procedures specified in this provision, the LEA shall not be responsible for the costs of services delivered after the LEA student's change of residence.

39. WITHDRAWAL OF LEA STUDENT FROM PROGRAM

CONTRACTOR shall immediately report, by telephone and e-mail, to the LEA Representative responsible for overseeing nonpublic schools and nonpublic agencies, and any other required representative from the California Department of Education, when a LEA student is withdrawn from school and/or services. CONTRACTOR shall confirm such telephone call in writing via e-mail or other written notification to the LEA Director of Special Education and submit to the LEA and the Department of Education, if required, within five (5) business days of the withdrawal.

40. PARENT ACCESS

CONTRACTOR shall provide for reasonable parental access to LEA students and all facilities including, but not limited to, the instructional setting, recreational activity areas, meeting rooms and LEA student living quarters. CONTRACTOR shall comply with any known court orders regarding parental visits and access to LEA students.

CONTRACTOR, if operating a program with a residential component, shall cooperate with a parent's reasonable request for LEA student visits in their home during, but not limited to, holidays and weekends. CONTRACTOR shall ensure that parents obtain prior written authorization for therapeutic visits from the CONTRACTOR and the LEA.

41. SERVICES AND SUPERVISION AND PROFESSIONAL CONDUCT

If CONTRACTOR provides services on a LEA public school campus, CONTRACTOR shall comply with Penal Code section 627.1 et seq., as well as all other LEA and campus-specific policies and procedures regarding visitors to/on school campuses. CONTRACTOR shall be responsible for the purchase and provision of the supplies and assessment tools necessary to implement the provision of CONTRACTOR services on LEA public school campuses.

It is understood that the public school credentialed classroom teacher is responsible for the educational program.

It is understood that all employees, subcontractors and volunteers of any certified nonpublic school or agency shall adhere to customary professional standards when providing services. All practices shall be within the scope of professional responsibility as defined in the professional code of conduct for each profession. Reports regarding student progress shall be consistent with the provision of the Master Contract.

CONTRACTOR, if providing services in a student's home as specified in the ISA, shall assure that at least one parent of the child or an adult caregiver with written and signed authorization to make decisions in an emergency is present during the provision of services. The names of any adult caregiver other than the parent shall be provided to the LEA prior to the start of any home based services, including written and signed authorization in emergency situations. The parent shall inform the LEA of any changes of caregivers and provide written authorization for emergency situations. The

adult caregiver cannot also be an employee or volunteer associated with the nonpublic school/nonpublic agency service provider. All problems and/or concerns reported to parents, both verbal and written shall also be provided to the LEA.

42. LICENSED CHILDREN’S INSTITUTION CONTRACTORS

If CONTRACTOR is a licensed children’s institution, CONTRACTOR shall adhere to all legal requirements regarding educational placements for LCI students as stated in Education Code sections 56366(a)(2)(C) and 56366.9, Health and Safety Code section 1501.1 and any other applicable laws and/or regulations, including LEA guidelines or procedures. An LCI shall not require that a pupil be placed in its nonpublic school as a condition of being placed in its residential facility.

If CONTRACTOR is a nonpublic, nonsectarian school that is owned, operated by, or associated with a residential treatment center (hereinafter referred to as “NPS/RTC”), CONTRACTOR shall adhere to all legal requirements under the Individuals with Disabilities Education Act (IDEA), 20 U.S.C. section 1400 et seq. including the federal regulations 34 C.F.R section 300 et seq. and Education Code section 56000 et seq. including Title 5 of the California Code of Regulations section 3000 et seq.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this State shall be certified or licensed by that state to provide, respectively, special education and related services and designated instruction and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 et seq.).

If CONTRACTOR is a nonpublic, nonsectarian school that is owned, operated by, or associated with a LCI, CONTRACTOR shall provide to the LEA, on a quarterly basis, a list of all LEA students, including those identified as eligible for special education. For those identified special education students, the list shall include: 1) special education eligibility at the time of enrollment; and 2) the educational placement and services specified in each student’s IEP at the time of enrollment.

Unless placement is made pursuant to an Office of Administrative Hearings order or a lawfully executed agreement between the LEA and parent, the LEA is not responsible for the costs associated with nonpublic school placement until the date on which an IEP team meeting is convened, the IEP team determines that a nonpublic school placement is appropriate, and the IEP is signed by the LEA student’s parent or another adult with educational decision-making rights.

43. STATE MEAL MANDATE

When CONTRACTOR is a nonpublic school, CONTRACTOR and LEA shall satisfy the State Meal Mandate under California Education Code sections 49530, 49530.5 and 49550. CONTRACTOR shall provide LEA with at least 30 days prior written notice of any change in its status under the National School Lunch Program/State Meal Mandate and shall work collaboratively with LEA to ensure that each eligible student receives required meals.

44. MONITORING

When CONTRACTOR is a nonpublic school, the LEA (or SELPA) shall conduct at least one onsite monitoring visit during each school year to the NPS at which the LEA has a pupil attending and with which it maintains a master contract. The monitoring visit shall include, but is not limited to, a review of services provided to the pupil through the ISA between the LEA and CONTRACTOR, a review of progress the pupil is making toward the goals set forth in the pupil’s individualized education program, a review of progress the pupil is making toward the goals set forth in the pupil’s behavioral intervention plan, if applicable, an observation of the pupil during instruction, and a walkthrough of the facility. The LEA (or SELPA) shall report the findings resulting from the monitoring visit to the California Department of Education within 60 calendar days of the onsite visit.

The LEA (or SELPA) shall conduct an onsite visit to CONTRACTOR before placement of a pupil if the LEA does not have any pupils enrolled at the school at the time of placement.

CONTRACTOR shall allow representatives from the LEA access to its facilities for the purpose of monitoring each LEA student's instructional program. LEA shall have access to observe each LEA student at work, observe the instructional setting, interview CONTRACTOR, and review each LEA student's records and progress. Such access shall include unannounced monitoring visits. When making site visits, LEA shall initially report to CONTRACTOR's site administrative office. CONTRACTOR shall be invited to participate in the review of each student's progress.

If CONTRACTOR is also an LCI, the LEA or its SELPA shall annually evaluate whether CONTRACTOR is in compliance with Education Code section 56366.9 and Health and Safety Code section 1501.1(b).

The State Superintendent of Public Instruction ("Superintendent") shall monitor CONTRACTOR'S facilities, the educational environment, and the quality of the educational program, including the teaching staff, the credentials authorizing service, the standards-based core curriculum being employed, and the standard focused instructional materials used on a three-year cycle, as follows: (1) CONTRACTOR shall complete a self-review in year one; (2) the Superintendent shall conduct an onsite review in year two; and (3) the Superintendent shall conduct a follow-up visit in year three.

CONTRACTOR shall fully participate in any LEA and CDE compliance review, including any On-Site and Self Review and if applicable, District Validation Review. This review will address programmatic aspects of the nonpublic school/agency, compliance with relevant state and federal regulations, and Master Contract compliance. CONTRACTOR shall complete and submit a Nonpublic School/Agency Self-Review Assessment submitted as specified by the LEA. CONTRACTOR shall conduct any follow-up or corrective action procedures requested by LEA or CDE related to such compliance review.

CONTRACTOR understands that the LEA reserves the right to institute a program audit with or without cause. The program audit may include, but is not limited to, a review of core compliance areas of health and safety; curriculum/instruction; related services; and contractual, legal, and procedural compliance.

When CONTRACTOR is a nonpublic school, CONTRACTOR shall collect all applicable data and prepare the applicable portion of a School Accountability Report Card in accordance with California Education Code section 33126.

PERSONNEL

45. CLEARANCE REQUIREMENTS

CONTRACTOR shall comply with the requirements of California Education Code section 44237, 35021.1, 35021.2 and 56366.1 including, but not limited to: obtaining clearance from both the California Department of Justice (hereinafter referred to as "CDOJ") and clearance from the Federal Bureau of Investigation (hereinafter referred to as "FBI") for all of CONTRACTOR's employees and volunteers who will have or likely may have any direct contact with LEA students. CONTRACTOR hereby agrees that CONTRACTOR's employees and volunteers who will have or likely may have direct contact with LEA students shall not come in contact with LEA students until both CDOJ and FBI clearance are ascertained. CONTRACTOR shall further certify in writing to the LEA that none of its employees, volunteers, or subcontractors who will have or likely may have any direct contact with LEA students have been convicted of a violent or serious felony as those terms are defined in California Education Code section 44237(h), unless despite the employee's conviction of a violent or serious felony, he or she has met the criteria to be eligible for employment pursuant to California Education Code section 44237(i) or (j). Clearance certification shall be submitted to the LEA. In

addition, CONTRACTOR shall make a request for subsequent arrest service from the CDOJ as required by California Penal Code section 11105.2.

46. STAFF QUALIFICATIONS

CONTRACTOR shall ensure that all individuals employed, contracted, and/or otherwise hired by CONTRACTOR to provide classroom and/or individualized instruction or provide related services hold a license, certificate, permit, or other document equivalent to that which staff in a public school are required to hold to render the service consistent with Education Code section 56366.1(n)(1) and are qualified pursuant to Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, and Title 5 of the California Code of Regulations sections 3001(r), 3051, 3064 and 3065. Such qualified staff may only provide related services within the scope of their professional license, certification or credential and ethical standards set by each profession and not assume responsibility or authority for another related services provider or special education teacher's scope of practice.

Only those nonpublic, nonsectarian schools or agencies located outside of California that employ staff who hold a current valid credential or license to render special education and related services as required by that state shall be eligible to be certified.

CONTRACTOR shall comply with personnel standards and qualifications regarding instructional aides and teacher assistants respectively pursuant to Federal requirements and California Education Code sections 45340 et seq. and 45350 et seq. Specifically, all paraprofessionals, including, but not limited to instructional aides and teacher assistants, employed, contracted, and/or otherwise hired by CONTRACTOR to provide classroom and/or individualized instruction or related services, shall possess a high school diploma (or higher) degree; or met a rigorous standard of quality and can demonstrate, through a formal state or local assessment (i) knowledge of, and the ability to assist in instructing, reading, writing, and mathematics; or (ii) knowledge of, and the ability to assist in instructing, reading readiness, writing readiness, and mathematics readiness, as appropriate. CONTRACTOR shall comply with all laws and regulations governing the licensed professions, including but not limited to, the provisions with respect to supervision.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a CDE certified NPS program outside of this state and serving a student by this LEA shall be certified or licensed by that state to provide special education and related services and designated instruction and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 et seq.).

47. CALSTRS OR PERS RETIREMENT REPORTING

CONTRACTOR understands that the LEA is required to report all monies paid under this agreement to the local county office of education or as otherwise required by law. Neither LEA nor CONTRACTOR shall have a duty to monitor wages of CalSTRS or PERS retirees to insure that their earnings are within the limitation prescribed by these or any other retirement system. Neither LEA nor CONTRACTOR shall be liable if CONTRACTOR'S agent(s), officer(s) or employee(s) exceeds a retirement system's earnings limitation and is reinstated to employment or required to repay retirement benefits. CONTRACTOR agrees to cooperate with LEA should any notices be provided under this provision.

48. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS

CONTRACTOR shall submit to the LEA a staff list, and copies of all current and required licenses, certifications, credentials, permits and/or other documents which entitle the holder to provide special education and/or related services by CONTRACTOR and all individuals employed, contracted, and/or otherwise hired or sub-contracted by CONTRACTOR. The LEA may file all licenses, certifications, credentials, permits or other documents with the office of the County Superintendent of Schools.

CONTRACTOR shall notify the LEA in writing within thirty (30) days when personnel changes occur which may affect the provision of special education and/or related services to LEA students. CONTRACTOR shall provide the LEA with the verified dates of fingerprint clearance, Department of Justice clearance and Tuberculosis Test clearance for all employees, approved subcontractors and/or volunteers prior to such individuals starting to work with any student.

CONTRACTOR shall monitor the status of licenses, certifications, credentials, permits and/or other documents for CONTRACTOR and all individuals employed, contracted, and/or otherwise hired by CONTRACTOR. CONTRACTOR shall immediately, and in no circumstances longer than five (5) business days, provide to the LEA updated information regarding the status of licenses, certifications, credentials, permits and/or other documents of any known changes. Failure to provide properly qualified personnel to provide services as specified in a LEA student's IEP shall be cause for termination of the Master Contract.

49. STAFF ABSENCE

When CONTRACTOR is a nonpublic school and CONTRACTOR's classroom teacher is absent, CONTRACTOR shall provide an appropriately credentialed substitute teacher in the absent teacher's classroom in accordance with California Education Code section 56061. CONTRACTOR shall provide to the LEA documentation of substitute coverage. Substitute teachers shall remain with their assigned class during all instructional time. The LEA shall not be responsible for any payment for instruction and/or services when an appropriately credentialed substitute teacher is not provided in accordance with California Education Code section 56061.

When CONTRACTOR is a nonpublic agency and/or related services provider, and CONTRACTOR's service provider is absent, CONTRACTOR shall provide a qualified (as defined in section seven (7) of this Agreement and as determined by the LEA) substitute, unless the LEA provides appropriate coverage in lieu of CONTRACTOR's service providers. It is understood that the parent of a student shall not be deemed to be a qualified substitute for his/her student. The LEA will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not "bank" or "carry over" make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and an authorized LEA representative.

50. STAFF PROFESSIONAL BEHAVIOR WHEN PROVIDING SERVICES AT SCHOOL OR SCHOOL RELATED EVENTS OR AT SCHOOL FACILITY AND/OR IN THE HOME

It is understood that all employees, subcontractors, and volunteers of any certified nonpublic school or nonpublic agency shall adhere to the customary professional and ethical standards when providing services. All practices shall only be within the scope of professional responsibility as defined in the professional code of conduct for each profession as well as any LEA professional standards as specified in Board policies and/or regulations when made available to the CONTRACTOR. Reports regarding student progress shall be consistent with the provision of this Master Contract.

For services provided on a public school campus, sign in/out procedures shall be followed by nonpublic agency providers working in a public school classroom along with all other procedures for being on campus consistent with school and LEA policy. It is understood that the public school credentialed classroom teacher is responsible for the instructional program, and all nonpublic agency service providers shall work collaboratively with the classroom teacher, who shall remain in charge of the instructional program.

For services provided outside of a pupil's school or in a pupil's home, as specified in the IEP, CONTRACTOR shall ensure that at least one parent of the pupil or an LEA-approved responsible adult is present during the provision of services. As used in this provision, the term "services" shall

not apply to field trips or community based instruction taking place outside of the school. All problems and/or concerns reported to parents, both verbal and written shall also be reported to the LEA.

HEALTH AND SAFETY MANDATES

51. HEALTH AND SAFETY

CONTRACTOR shall comply with all applicable federal, state, and local laws, regulations, ordinances, policies, and procedures regarding student and employee health and safety. CONTRACTOR shall comply with the requirements of California Education Code sections 35021 et seq., 49406, and Health and Safety Code section 121525 regarding the examination of CONTRACTOR's employees and volunteers for tuberculosis. CONTRACTOR shall provide to the LEA documentation for each individual volunteering, employed, contracted, and/or otherwise hired by CONTRACTOR of such compliance before an individual comes in contact with an LEA student.

CONTRACTOR shall comply with OSHA Blood Borne Pathogens Standards, 29 Code of Federal Regulations (CFR) section 1910.1030, when providing medical treatment or assistance to a student. CONTRACTOR further agrees to provide annual training regarding universal health care precautions and to post required notices in areas designated in the California Health and Safety Code.

52. FACILITIES AND FACILITIES MODIFICATIONS

CONTRACTOR shall provide special education and/or related services to LEA students in facilities that comply with all applicable federal, state, and local laws, regulations, and ordinances related, but not limited to: disability access; fire, health, sanitation, and building standards and safety; fire warning systems; zoning permits; and occupancy capacity. When CONTRACTOR is a nonpublic school, CONTRACTOR shall conduct fire drills as required by Title 5 California Code of Regulations section 550. CONTRACTOR shall be responsible for any structural changes and/or modifications to CONTRACTOR's facilities is required to comply with applicable federal, state, and local laws, regulations, and ordinances. CONTRACTOR shall maintain a school site safety plan incorporating disaster procedures, routine and emergency crisis response plan, including adaptations for pupils with disabilities.

53. ADMINISTRATION OF MEDICATION

Unless otherwise set forth in the student's ISA, CONTRACTOR shall comply with the requirements of California Education Code section 49423 and Title 5 of the California Code of Regulations section 600 et seq. when CONTRACTOR serves a LEA student that is required to take prescription and/or over-the-counter medication during the school day. CONTRACTOR may designate personnel to assist the LEA student with the administration of such medication after the LEA student's parent(s) provides to CONTRACTOR: (a) a written statement from a physician detailing the type, administration method, amount, and time schedules by which such medication shall be taken; and (b) a written statement from the LEA student's parent(s) granting CONTRACTOR permission to administer medication(s) as specified in the physician's statement. CONTRACTOR shall maintain, and provide to the LEA upon request, copies of such written statements. CONTRACTOR shall maintain a written log for each LEA student to whom medication is administered. Such written log shall specify the LEA student's name; the type of medication; the date, time, and amount of each administration; and the name of CONTRACTOR's employee who administered the medication. CONTRACTOR maintains full responsibility for assuring appropriate staff training in the administration of such medication consistent with student's physician's written orders. Any change in medication type, administration method, amount or schedule must be authorized by both a licensed physician and parent.

54. INCIDENT/ACCIDENT REPORTING

CONTRACTOR shall submit within 24 hours by fax and mail, or electronically, any accident or incident report to the LEA representative specified on Exhibit C, attached hereto and incorporated herein, including any behavior incident or behavior emergency intervention. LEA may specify procedures to be implemented by CONTRACTOR or forms to be submitted by CONTRACTOR related to accident or incident reporting.

CONTRACTOR shall notify LEA in writing, of any pupil-involved incident in which law enforcement was contacted. CONTRACTOR shall provide such written notice no later than one (1) business day after the incident occurred in accordance with Education Code section 56366.1(i).

55. CHILD ABUSE REPORTING

CONTRACTOR hereby agrees to annually train all staff members, including volunteers, so that they are familiar with and agree to adhere to its own child and dependent adult abuse reporting obligations and procedures as specified in California Penal Code section 11164 et seq. To protect the privacy rights of all parties involved (i.e. reporter, child and alleged abuser), reports will remain confidential as required by law and professional ethical mandates. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be submitted to the LEA.

56. SEXUAL HARASSMENT/DISCRIMINATION

CONTRACTOR shall have a Sexual and Gender Identity Harassment Policy that clearly describes the kinds of conduct that constitutes sexual harassment and that is prohibited by the CONTRACTOR's policy, as well as federal and state law. The policy should include procedures to make complaints without fear of retaliation, and for prompt and objective investigations of all sexual harassment complaints. CONTRACTOR further agrees to provide annual training to all employees regarding the laws concerning sexual harassment and related procedures.

57. REPORTING OF MISSING CHILDREN

CONTRACTOR assures the LEA that all staff members, including volunteers, are familiar with and agree to adhere to requirements for reporting missing children as specified in California Education Code section 49370. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be properly submitted to the LEA. The written statement shall be submitted as specified by the LEA.

FINANCIAL**58. ENROLLMENT, CONTRACTING, SERVICE TRACKING, ATTENDANCE REPORTING, AND BILLING PROCEDURES**

CONTRACTOR shall assure that the nonpublic school or nonpublic agency has the necessary financial resources to provide an appropriate education for the children enrolled and will distribute those resources in such a manner to implement the IEP and ISA for each and every student.

CONTRACTOR shall comply with all LEA procedures concerning enrollment, contracting, attendance reporting, service tracking and billing including requirements of electronic billing as specified by the LEA Procedure as well as provide all such records requested by LEA concerning the same. CONTRACTOR shall be paid for the provision of special education and/or related services specified in the LEA student's IEP and ISA which are provided on billable days of attendance. All payments by LEA shall be made in accordance with the terms and conditions of this Master Contract and all applicable federal and state laws.

CONTRACTOR shall maintain separate registers for the basic education program and each related service. Original attendance forms (for example, roll books for the basic education program, service tracking documents and notes for instructional assistants, behavioral intervention aides, bus aides, and each related service) shall be completed by the actual service provider whose signature shall appear on such forms and shall be available for review, inspection, or audit by the LEA during the effective period of this Master Contract and for a period of five (5) years thereafter. CONTRACTOR shall verify the accuracy of minutes of reported attendance that is the basis of services being billed for payment.

CONTRACTOR shall submit invoices and related documents to the LEA for payment, for each calendar month when education or related services were provided. Invoices and related documents may be submitted electronically if requested by LEA and CONTRACTOR has the systems in place to generate the requested documents. The LEA may designate forms for use by CONTRACTOR when submitting invoices. At a minimum, each invoice must contain the following information: month of service; specific days and times of services coordinated by the LEA approved calendar unless otherwise specified in the ISA or agreed to by the LEA; name of staff who provided the service; approved cost of each invoice; total for each service and total for the monthly invoice; date invoice was mailed; signature of the nonpublic school/nonpublic agency administrator authorizing that the information is accurate and consistent with the ISA, CDE certificates and staff notification; verification that attendance report is attached as appropriate; indication of any made-up session consistent with this Master Contract; verification that progress reports have been provided consistent with the ISA (monthly or quarterly unless specified otherwise on the ISA); and the name or initials of each student for when the service was provided.

In the event services were not provided, rationale for why the services were not provided shall be included.

Such an invoice is subject to all conditions of this Master Contract. At the discretion of the LEA, an electronic invoice may be required provided such notice has been made in writing and training provided to the CONTRACTOR at no additional charge for such training.

Invoices shall be submitted no later than thirty (30) days after the end of the attendance accounting period in which the services were rendered. LEA shall make payment to CONTRACTOR based on the number of billable days of attendance and hours of service at rates specified in this Master Contract within forty-five (45) days of LEA's receipt of properly submitted hard copy of invoices prepared and submitted as specified in California Education Code section 56366.5 and the LEA. CONTRACTOR shall correct deficiencies and submit rebilling invoices no later than thirty (30) calendar days after the invoice is returned by LEA. LEA shall pay properly submitted re-billing invoices no later than forty-five (45) days after the date a completely corrected re-billing invoice is received by the LEA.

In no case shall initial payment claim submission for any Master Contract fiscal year (July through June) extend beyond December 31st after the close of the fiscal year. In no case shall any rebilling for the Master Contract fiscal year (July through June) extend beyond six months after the close of the fiscal year unless approved by the LEA to resolve billing issues including rebilling issues directly related to a delay in obtaining information from the Commission on Teacher Credentialing regarding teacher qualification, but no later than 12 months from the close of the fiscal year. If the billing or rebilling error is the responsibility of the LEA, then no limit is set provided that the LEA and CONTRACTOR have communicated such concerns in writing during the 12-month period following the close of the fiscal year. LEA will not pay mileage for NPA employee.

59. RIGHT TO WITHHOLD PAYMENT

The LEA may withhold payment to CONTRACTOR when: (a) CONTRACTOR has failed to perform, in whole or in part, under the terms of this Master Contract; (b) CONTRACTOR has billed

for services rendered on days other than billable days of attendance or for days when student was not in attendance and/or did not receive services; (c) CONTRACTOR was overpaid by LEA as determined by inspection, review, and/or audit of its program, work, and/or records; (d) CONTRACTOR has failed to provide supporting documentation with an invoice, as required by EC 56366(c)(2); (e) education and/or related services are provided to LEA students by personnel who are not appropriately credentialed, licensed, or otherwise qualified; (f) LEA has not received, prior to school closure or contract termination, all documents concerning one or more LEA students enrolled in CONTRACTOR's educational program; (g) CONTRACTOR fails to confirm a student's change of residence to another district or confirms the change of residence to another district, but fails to notify LEA with five (5) days of such confirmation; or (h) CONTRACTOR receives payment from Medi-Cal or from any other agency or funding source for a service provided to a LEA student. It is understood that no payments shall be made for any invoices that are not received by six months following the close of the prior fiscal year, for services provided in that year.

Final payment to CONTRACTOR in connection with the cessation of operations and/or termination of a Master Contract will be subject to the same documentation standards described for all payment claims for regular ongoing operations. In addition, final payment may be withheld by the LEA until completion of a review or audit, if deemed necessary by the LEA. Such review or audit will be completed within ninety (90) days. The final payment may be adjusted to offset any previous payments to the CONTRACTOR determined to have been paid in error or in anticipation of correction of documentation deficiencies by the CONTRACTOR that remain uncorrected.

The amount which may be withheld by the LEA with respect to each of the subparagraphs of the preceding paragraph are as follows: (a) the value of the service CONTRACTOR failed to perform; (b) the amount of overpayment; (c) the portion of the invoice for which satisfactory documentation has not been provided by CONTRACTOR; (d) the amount invoiced for services provided by the individual not appropriately credentialed, licensed, or otherwise qualified; (e) the proportionate amount of the invoice related to the applicable pupil for the time period from the date of the violation occurred and until the violation is cured; or (f) the amount paid to CONTRACTOR by Medi-Cal or another agency or funding source for the service provided to the LEA student.

If the LEA determines that cause exists to withhold payment to CONTRACTOR, LEA shall, within ten (10) business days of this determination, provide to CONTRACTOR written notice that LEA is withholding payment. Such notice shall specify the basis or bases for the LEA's withholding payment and the amount to be withheld. Within thirty (30) days from the date of receipt of such notice, CONTRACTOR shall take all necessary and appropriate action to correct the deficiencies that form the basis for the LEA's withholding payment, submit a written request for extension of time to correct the deficiencies or submit to LEA written documentation demonstrating that the basis or bases cited by the LEA for withholding payment is unfounded. Upon receipt of CONTRACTOR's written request showing good cause, the LEA shall extend CONTRACTOR's time to correct deficiencies (usually an additional thirty (30) days), otherwise payment will be denied.

If after subsequent request for payment has been denied and CONTRACTOR believes that payment should not be withheld, CONTRACTOR shall send written notice to the LEA specifying the reason it believes payment should not be withheld. The LEA shall respond to CONTRACTOR's notice within thirty (30) business days by indicating that a warrant for the amount of payment will be made or stating the reason the LEA believes payment should not be made. If the LEA fails to respond within thirty (30) business days or a dispute regarding the withholding of payment continues after the LEA's response to CONTRACTOR's notice, CONTRACTOR may invoke the following escalation policy.

After forty-five (45) business days: The CONTRACTOR may notify the Authorized LEA's Representative of the dispute in writing. The LEA Authorized Representative shall respond to the CONTRACTOR in writing within fifteen (15) business days.

After sixty (60) business days: Disagreements between the LEA and CONTRACTOR concerning the Master Contract may be appealed to the Orange County Superintendent of Schools or the State Superintendent of Public Instruction pursuant to the provisions of California Education Code section 56366(c)(2). CONTRACTOR disagrees with the language of California Education Code section 56366(c)(2), and nothing herein shall constitute a waiver by CONTRACTOR of its right to challenge that provision.

60. PAYMENT FROM OUTSIDE AGENCIES

CONTRACTOR shall notify the LEA when Medi-Cal or any other agency is billed for the costs associated with the provision of special education and/or related services to LEA students. Upon request, CONTRACTOR shall provide to the LEA any and all documentation regarding reports, billing, and/or payment by Medi-Cal or any other agency for the costs associated with the provision of special education and/or related services to LEA students. CONTRACTOR shall provide prior written notice of the rights and protections required by Title 34 of the Code of Federal Regulations section 300.154(d) whenever it seeks to use the LEA students' public benefits to pay for special education and related services. Such notice shall be provided before seeking payment from Medi-Cal for the first time and annually thereafter.

61. PAYMENT FOR ABSENCES

NONPUBLIC SCHOOL STAFF ABSENCE

Whenever a classroom teacher employed by CONTRACTOR is absent, CONTRACTOR shall provide an appropriately credentialed substitute teacher in the absent teacher's classroom in accordance with California Education Code section 56061. CONTRACTOR shall provide to the LEA documentation of substitute coverage. Substitute teachers shall remain with their assigned class during all instructional time. The LEA will not pay for instruction and/or services unless said instruction or service is provided by an appropriately credentialed substitute teacher.

Whenever a related service provider is absent, CONTRACTOR shall provide a qualified (as defined in section seven (7) of this Agreement and as determined by LEA) substitute. The LEA will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided unless otherwise agreed in LEA student's IEP or ISA.

NONPUBLIC SCHOOL STUDENT ABSENCE

If CONTRACTOR is a nonpublic school, no later than the tenth (10th) cumulative day of the LEA student's unexcused absence, CONTRACTOR shall notify the LEA of such absence.

Criteria for a billable day for payment purposes is one day of attendance as defined in California Education Code, sections 46010, 46010.3 and 46307. The LEA shall not pay for services provided on days that a student's attendance does not qualify for Average Daily Attendance (ADA) reimbursement under state law. *Per Diem* rates for students whose IEPs authorize less than a full instructional day may be adjusted on a pro rata basis in accordance with the actual proportion of the school day the student was served. The LEA shall not be responsible for payment of DIS or related services for days on which a student's attendance does not qualify for Average Daily Attendance (ADA) reimbursement under state law, nor shall student be eligible for make-up services.

NONPUBLIC AGENCY STAFF ABSENCE

When CONTRACTOR is a nonpublic agency and CONTRACTOR's service provider is absent, CONTRACTOR shall provide a qualified (as defined in section seven (7) of this Agreement and as

determined by the LEA) substitute, unless the LEA provides appropriate coverage in lieu of CONTRACTOR's service providers. The LEA shall not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not "bank" or "carry over" make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and the LEA. In the event services were not provided, reasons for why the services were not provided shall be included. In the event of a service provider absence for Behavior Intervention Implementation services provided at the school site, services shall not be deemed eligible for make up.

NONPUBLIC AGENCY STUDENT ABSENCE

If CONTRACTOR is a nonpublic agency, it shall notify LEA of the absence of a LEA student no later than the fifth consecutive service day of the student's absence. The LEA shall not be responsible for the payment of services when a student is absent.

62. LEA AND/OR NONPUBLIC SCHOOL CLOSURE DUE TO EMERGENCY

The following shall apply in the event of a LEA or NPS school closure due to an emergency consistent with guidelines followed by the LEA in accordance with Education Code section 41422 and 46392 except for physical school closures restricting in-person instruction due to the coronavirus/COVID-19 pandemic:

- a. If CONTRACTOR remains open during an emergency and serves students appropriately as delineated in the ISA, CONTRACTOR shall receive payment, regardless of whether the LEA is open or closed.
- b. In the event of a NPS School Closure for the reasons set forth in Education Code section 41422, if the LEA is able to obtain alternative placement for the student, CONTRACTOR shall not receive payment for days the student is not in attendance due to CONTRACTOR'S school closure. If the LEA is unable to obtain an alternative placement, CONTRACTOR shall receive payment consistent with the student's approved ISA, as though the student were continuing his/her regular attendance, until an alternative placement can be found and implement LEA student IEPs in accordance with Education Code section 56345(a)(9) pertaining to emergency conditions.
- c. In the event of the LEA and NPS School Closures, on days the LEA is funded, CONTRACTOR shall receive payment consistent with the student's approved ISA, until an alternative placement can be found and implement LEA student IEPs in accordance with Education Code section 56345(a)(9) pertaining to emergency conditions. If the LEA is able to obtain an alternative placement for the student, CONTRACTOR shall not receive payment for days the student is not in attendance with CONTRACTOR due to CONTRACTOR'S school closure.

If instruction or services, or both, cannot be provided to the student either at school or in person for more than 10 days due to an emergency condition described in Education Code sections 41422 and 46392, CONTRACTOR acknowledges the requirements of Education Code section 56345(a)(9) to provide special education and related services, supplementary aids and services, transition services (as applicable) and ESY (as applicable) as specified in the IEP. When the emergency school closure has ended, CONTRACTOR shall notify the LEA of any lost instructional minutes. CONTRACTOR and LEA shall work collaboratively to determine the need for make up days or service changes, and shall work together to amend the student's IEP and ISA as appropriate.

For any physical school closure in which in-person instruction is restricted due to the coronavirus/COVID-19 pandemic, CONTRACTOR shall provide distance learning in accordance with Exhibit D, attached hereto and incorporated herein.

63. INSPECTION AND AUDIT

The CONTRACTOR shall maintain and the LEA shall have the right to examine and audit all of the books, records, documents, accounting procedures and practices and other evidence that reflect all costs claimed to have been incurred or fees claimed to have been earned under this Agreement.

CONTRACTOR shall provide the LEA access to all records including, but not limited to: student records as defined by California Education Code section 49061(b); registers and rollbooks of teachers; daily service logs and notes or other documents used to record the provision of related services; Medi-Cal/daily service logs and notes used to record provision of services provided by instructional assistants, behavior intervention aides, bus aides, and supervisors; absence verification records (parent/doctor notes, telephone logs, and related documents); bus rosters; staff lists specifying credentials held, business licenses held, documents evidencing other qualifications, social security numbers (last four digits unless otherwise required), dates of hire, and dates of termination; staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related service subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state nonpublic school and/or agency certifications; by-laws; lists of current board of directors/trustees, if incorporated; other documents evidencing financial expenditures; federal/state payroll quarterly reports Form 941/DE3DP; and bank statements and canceled checks or facsimile thereof. Such access shall include unannounced inspections by the LEA. CONTRACTOR shall make available to the LEA all budgetary information including operating budgets submitted by CONTRACTOR to the LEA for the relevant contract period being audited.

CONTRACTOR shall make all records available at the office of the LEA or CONTRACTOR's offices at all reasonable times and without charge. All records shall be provided to the LEA within five (5) working days of a written request from the LEA. CONTRACTOR shall, at no cost to the LEA, provide reasonable assistance for such examination or audit. The LEA's rights under this section shall also include access to CONTRACTOR's offices for purposes of interviewing CONTRACTOR's employees. If any document or evidence is stored in an electronic form, a hard copy shall be made available to the LEA, unless the LEA agrees to the use of the electronic format.

CONTRACTOR shall obtain from its subcontractors and suppliers written agreements to the requirements of this section and shall provide a copy of such agreements to the LEA upon request by the LEA.

If an inspection, review, or audit by the LEA, a state agency, a federal agency, and/or an independent agency/firm determines that CONTRACTOR owes the LEA monies as a result of CONTRACTOR's over billing or failure to perform, in whole or in part, any of its obligations under this Master Contract, the LEA shall provide to CONTRACTOR written notice demanding payment from CONTRACTOR and specifying the basis or bases for such demand. Unless CONTRACTOR and the LEA otherwise agree in writing, CONTRACTOR shall pay to the LEA the full amount owed as result of CONTRACTOR's over billing and/or failure to perform, in whole or in part, any of its obligations under this Master Contract, as determined by an inspection, review, or audit by the LEA, a state agency, a federal agency, and/or an independent agency/firm. CONTRACTOR shall make such payment to the LEA within thirty (30) days of receipt of the LEA's written notice demanding payment.

64. RATE SCHEDULE

The rate schedule attached hereto as Exhibit A and incorporated herein by reference, limits the number of LEA students that may be enrolled and the maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Per Diem rates for LEA students whose IEPs authorize less than a full instructional day may be adjusted proportionally. In such cases only, the adjustments in basic education rate shall be based on the required minimum

number of minutes per grade level as set forth in Paragraph 23 above and Education Code section 46000 et seq.

Special education and/or related services offered by CONTRACTOR shall be provided by qualified personnel as per State and Federal law, and the codes and charges for such educational and/or related services during the term of this contract, shall be as stated in Exhibit A.

65. DEBARMENT CERTIFICATION

By signing this Agreement, CONTRACTOR certifies that:

- (a) CONTRACTOR and any of its shareholders, partners, or executive officers are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and
- (b) Has/have not, within a three-year period preceding this contract, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

The parties hereto have executed this Master Contract by and through their duly authorized agents or representatives. This Master Contract is effective on the 1st day of July 2020 and terminates at 5:00 P.M. on June 30, 2021, unless sooner terminated as provide herein.

CONTRACTOR,

LEA,

Anaheim Union High School District

Nonpublic School/Agency

By: _____
Signature Date

Name and Title of Authorized Representative

By: _____ 9/16/20
Signature Date

Dr. Jaron Fried, Asst. Superintendent, Ed. Div.

Name and Title of Authorized Representative

Notices to CONTRACTOR shall be addressed to:

Name

Nonpublic School/Agency/Related Service Provider

Address

City	State	Zip
------	-------	-----

Phone	Fax
-------	-----

Email

Notices to LEA shall be addressed to the designees as set forth on Exhibit C

EXHIBIT A: 2020-2021 RATES

CONTRACTOR _____ CONTRACTOR NUMBER _____ 2020-2021
 (NONPUBLIC SCHOOL OR AGENCY) (CONTRACT YEAR)

Per CDE Certification, total enrollment may not exceed _____ If blank, the number shall be as determine by CDE Certification.

Rate Schedule. This rate schedule limits the number of LEA students that may be enrolled and the maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Special education and/or related services offered by CONTRACTOR, and the charges for such educational and/or related services during the term of this contract shall be as follows:

Payment under this contract may not exceed _____
 Total LEA enrollment may not exceed _____

Rate	Period
_____	_____
_____	_____
_____	_____

A. Basic Education Program/Special Education Instruction
 Basic Education Program/Dual Enrollment

Per diem rates for LEA students whose IEPs authorize less than a full instructional day may be adjusted proportionally.

B. Related Services

- (1) a. Transportation – Round Trip _____
- b. Transportation – One Way _____
- c. Transportation – Dual Enrollment _____
- d. Public Transportation _____
- e. Parent* _____
- (2) a. Educational Counseling – Individual _____
- b. Educational Counseling – Group of _____
- c. Counseling – Parent _____
- (3) a. Adapted Physical Education – Individual _____
- b. Adapted Physical Education – Group of _____
- c. Adapted Physical Education – Group of _____
- (4) a. Language and Speech Therapy – Individual _____
- b. Language and Speech Therapy – Group of 2 _____
- c. Language and Speech Therapy – Group of 3 _____
- d. Language and Speech Therapy – Per diem _____
- e. Language and Speech – Consultation Rate _____
- (5) a. Additional Classroom Aide – Individual (must be authorized on IEP) _____
- b. Additional Instructional Assistant – Group of 2 _____
- c. Additional Instructional Assistant – Group of 3 _____
- (6) Intensive Special Education Instruction** _____
- (7) a. Occupational Therapy – Individual _____
- b. Occupational Therapy – Group of 2 _____
- c. Occupational Therapy – Group of 3 _____
- d. Occupational Therapy – Group of 4 - 7 _____
- e. Occupational Therapy – Consultation Rate _____
- (8) Physical Therapy _____
- (9) a. Behavior Intervention _____
- b. Behavior Intervention – Supervision _____
- Provided by: _____
- (10) Nursing Services _____
- (12) Residential Board and Care _____
- (13) Residential Mental Health Services _____

(14) Other _____

_____	_____
_____	_____

*Parent transportation reimbursement rates are to be determined by the LEA.
**By credentialed Special Education Teacher.

EXHIBIT B

INDIVIDUAL SERVICES AGREEMENT FOR NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES
(Education Code Sections 56365 et seq.)

This agreement is effective on _____ or the date student begins attending a nonpublic school or begins receiving services from a nonpublic agency, if after the date identified, and terminates at 5:00 P.M. on June 30, 2021, unless sooner terminated as provided in the Master Contract and by applicable law.

Local Education Agency(LEA)				Nonpublic School/Agency			
Address				Address			
City, State Zip				City, State, Zip			
LEA Case Manager				Phone		Fax	
				E-Mail			
Student Last Name		Student First Name		Program Contact Name			
D.O.B.		I.D. #		Phone		Fax	
				E-Mail			
Grade	Level	Sex	() M () F	Education Schedule – Regular School Year			
Parent/ Guardian Last Name		Parent/ Guardian First Name		Number of Days		Number of Weeks	
				Education Schedule – Extended School Year			
Address		City, State, Zip		Number of Days		Number of Weeks	
				Contract Begins		Ends	
Home Phone		Business		Master Contract Approved by the Governing Board on			

DESIGNATED INSTRUCTION AND SERVICES / RELATED SERVICES:

SERVICES	PROVIDER				Cost and Duration of Session	Number of Sessions per wk/mo/yr	Maximum Number of Sessions		Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	NPA	OTHER Specify			Reg School Year	ESY	
A. BASIC EDUCATION									
B. RELATED SERVICES									
1. Transportation a. Paid to NPS/A b. Reimburse parent									
2. Counseling a. Group b. Individual c. Family									
3. Adapted P.E.									
4. Speech/Language a. Group b. Individual									
5. Occupational Therapy a. Therapy b. Consultation									

B. RELATED SERVICES (cont'd)	Provider				Cost and Duration of Session	Number of Sessions per wk/mo/yr	Maximum Number of Sessions		Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	NPA	OTHER Specify			Reg School Year	ES Y	
6. Physical Therapy a. Therapy b. Consultation									
7. ABA a. Consult b. Direct c. Supervision d. Assessment									
8. One-to-One Aide									
9. Other									
C. Residential Services 1. Board and Care 2. Mental Health Services									
						TOTAL COST			\$

ESTIMATED MAXIMUM RELATED SERVICES COST \$ _____

SPECIALIZED EQUIPMENT/SUPPLIES _____ \$ _____

TOTAL ESTIMATED MAXIMUM BASIC EDUCATION/ RELATED SERVICES COSTS/SPECIALIZED EQUIPMENT/SUPPLIES \$ _____

4. Other Provisions/Attachments:

5. Progress Reporting Requirements: _____ Quarterly _____ Monthly _____ Other (Specify _____)

MASTER CONTRACT APPROVED BY THE GOVERNING BOARD ON

The parties hereto have executed this Individual Services Agreement by and through their duly authorized agents or representatives as set forth below.

-CONTRACTOR-

-LEA-

(Name of Nonpublic School/Agency)

(Name of LEA)

(Signature) (Date)

(Signature) (Date)

(Name and Title)

(Name of Superintendent or Authorized Designee)

EXHIBIT C: NOTICES

In accordance with Section 8 of the Master Contract all notices to LEA shall be delivered in the manner specified in Section 8 to the following LEA Representatives:

1. For matters regarding the Administration of the Master Contract, Educational Program, Personnel and Health and Safety mandates, including Incident/Accident Reporting in accordance with Section 54, notices to LEA shall be delivered to:

[Insert Name]

[Insert Title] (i.e. SELPA Director/Special Education Director)

[Insert Address]

[Insert Phone/Fax]

[Insert E-mail]

2. For matters regarding the Administration of the Master Contract including Insurance, Financial, including Payments, notices to LEA shall be delivered to:

[Insert Name]

[Insert Title] (i.e. Chief Business Official/Director of Fiscal Services)

[Insert Address]

[Insert Phone/Fax]

[Insert E-mail]

3. For matters regarding Behavior Interventions in accordance with Section 30 and Student Discipline in accordance with Section 31, notices to LEA shall be delivered to:

[Insert Name]

[Insert Title] (i.e. SELPA Director/Special Education Director)

[Insert Address]

[Insert Phone/Fax]

[Insert E-mail]

EXHIBIT D

SUPPLEMENT TO SECTION 62 – LEA AND/OR NONPUBLIC SCHOOL CLOSURES DURING COVID-19 AND THE PROVISION OF DISTANCE LEARNING

The following provisions are added to Section 62 as a supplement to existing emergency closure provisions stipulated in the 2020-2021 Master Contract specifically for LEA and/or nonpublic school closures for in-person instruction due to COVID-19.

As of mid-March 2020 LEAs in Orange County and most nonpublic schools serving LEA students closed their physical school buildings/campuses for in-person instruction and have been providing distance learning to students as a result of the novel coronavirus/COVID-19 pandemic. Although LEA and CONTRACTOR had planned to resume in-person instruction at the beginning of the new 2020-2021 academic year in accordance with guidelines issued in June 2020 by the California Department of Education (“CDE”), California Department of Public Health (“CDPH”), and Centers for Disease Control and Prevention (“CDC”), rapidly changing conditions with COVID-19 infection rates resulted in **new CDPH directives requiring all schools in Orange County to begin the school year with distance learning only and continue with distance learning until the Orange County local health jurisdiction has not been on the county monitoring list for at least 14 days**. Thereafter, in-person instruction may resume in accordance with CDE, CDPH and local health department requirements as well as LEA guidelines.

The California legislature also recently enacted Senate Bill 98 (“SB 98”) imposing specific requirements on LEAs for the provision of distance learning as a condition for receipt of state funding as set forth in Education Code sections 43500 through 43511. CONTRACTOR shall abide by these requirements for instructional programming during the 2020-2021 school year.

LEA and CONTRACTOR agree that CONTRACTOR shall offer in-person instruction to LEA students unless distance learning is required by state or local public health department directives or otherwise agreed to by LEA and CONTRACTOR. LEA and CONTRACTOR acknowledge that based on current CDPH and Orange County Health Care Agency (“OCHCA”) directives, the 2020-2021 regular academic school year shall commence with distance learning only unless a waiver is obtained by OCHCA.

LEA and CONTRACTOR agree that once in-person instruction is authorized by CDPH/OCHCA to resume, any continued distance learning or any combination of in-person instruction and distance learning (e.g., hybrid or blended instructional model) **shall be agreed to in writing by LEA and CONTRACTOR**.

LEA and CONTRACTOR further agree that any in-person instruction shall be conducted in accordance with all CDC, CDPH and OCHCA guidelines regarding the reopening of schools including but not limited to student/teacher/staff health and safety measures, use of cohorts and classroom space, social distancing, face coverings, symptom screenings, cleaning/disinfection protocols and procedures for responding to confirmed COVID-19 infections. CONTRACTOR shall provide LEA all written policies, procedures and protocols regarding COVID-19 upon request.

DISTANCE LEARNING, ATTENDANCE AND DOCUMENTATION REQUIREMENTS PER SB 98

During the time period that physical school sites are closed, CONTRACTOR agrees to provide special education and related services to LEA students in accordance with their IEP/ISA through distance learning as required by SB 98. Distance learning means instruction in which the student and instructor are in different locations and students are under the general supervision of a certificated employee. Distance learning may include, but is not limited to all of the following:

1. Interaction, instruction, and check-ins between teachers and students through the use of

computers or communication technology such as virtual/on-line platforms or video-conference.

2. Video or audio instruction in which the primary mode of communication between student and certificated employee is online interaction, instructional television, video, telecourses or other instruction that relies on computer or communications technology.
3. The use of print materials incorporating assignments that are the subject of written or oral feedback.

Per SB 98, in-person instruction means instruction under the immediate physical supervision and control of a certificated employee while engaged in educational activities required of the student.

For the 2020-2021 school year, the minimum school day for distance learning is as follows:

1. 180 instructional minutes in kindergarten
2. 230 instructional minutes in grades 1 to 3, inclusive
3. 240 instructional minutes in grades 4 to 12, inclusive

For distance learning, instructional time shall be based on the time value of assignments as determined and certified to, by an employee who possesses a valid certification document, registered as required by law. (Education Code section 43502(e)(2))

For in-person instruction, instructional minutes shall be based on time scheduled under the immediate supervision and control of an employee who possesses a valid certification document, registered as required by law. (Education Code section 43502(e)(1))

For a combined day of instruction delivered through both in-person and distance learning, time scheduled under immediate supervision of an employee who possesses a valid certification document can be combined with assignments made under the general supervision of an employee who possesses a valid certification document as registered by law to meet the equivalent of a minimum day of instruction. (Education Code section 43502(e)(3))

Distance learning provided by CONTRACTOR shall include all of the following in accordance with Education Code sections 43503, 43504 and 43509, CDE and LEA guidelines (hereinafter referred to as "Distance Learning Program"):

1. Confirmation or provision of access for all students to connectivity and devices adequate to participate in the educational program and complete assigned work. CONTRACTOR shall notify LEA in writing of each LEA student in need of an electronic device and/or internet connectivity so that LEA can ensure each LEA student has access to the technology needed to participate in distance learning. CONTRACTOR shall collaborate with LEA to ensure each LEA student has access to technology and the training necessary to access such technology for distance learning.
2. Content aligned to grade level standards that is provided at a level of quality and intellectual challenge substantially equivalent to in-person instruction.
3. Academic and other supports designed to address the needs of students who are not performing at grade level or need support in other areas including students with exceptional needs.
4. Special education, related services, and any other services required in a student's IEP with accommodations necessary to ensure that IEPs can be implemented in a distance learning environment, including the requirements in Education Code section 56345(a)(9) related to a

description of the means by which the IEP will be provided under emergency conditions.

5. Designated and integrated instruction in English language development in accordance with Title 5 regulations applicable to English learners.
6. **Daily live interaction with certificated employees and peers** for purposes of instruction, progress monitoring, and maintaining school connectedness. The intent of daily live interaction is to ensure each student has live contact at least once each instructional day with a certificated teacher, and live contact with peers, even if live contact is not possible as part of daily instruction. Daily live interaction is two-way communication between a certificated teacher and students each instructional day, at the actual time of occurrence. Daily live interaction includes virtual communication or interactions, including but not limited to synchronous online instruction and phone calls where both parties communicate at the time of occurrence. One-way communication, including voicemails, emails or print materials is not considered live interaction. If daily live interaction is not feasible as part of regular instruction, CONTRACTOR shall inform LEA and CONTRACTOR and LEA shall collaborate to develop an alternative plan for frequent live interaction that provides a comparable level of service and school connectedness.
7. **Documentation of daily participation of each student** on each school day, in whole or in part, for which distance learning is provided. A student who does not participate in distance learning on a school day shall be documented as absent for that school day. Daily participation may include but is not limited to, daily live interaction with a teacher or virtual assignments, evidence of participation in online activities, completion of regular assignments, and contacts between employees and students or parents/guardians. Daily participation is used to track attendance and ensure daily engagement by all students in learning activities.
8. **Completion of a weekly engagement record for each student documenting** synchronous or asynchronous instruction for each whole or partial day of distance learning, **verifying daily participation, and tracking assignments.**
9. **Documentation of daily attendance.** A student who does not participate daily in either in-person instruction or distance learning shall be deemed absent. LEA is required to use documentation of absences for purposes of reporting its chronic absenteeism rates in its local control and accountability plan.
10. **Develop written procedures for tiered reengagement strategies for all students who are absent from distance learning for more than three school days or 60% of the instructional days in a school week.** These procedures shall include, but are not limited to verification of current contact information for each student, daily notification to parents/guardians of absences, a plan for outreach from the school to determine student needs including connection with health and social services as necessary and, when feasible, transitioning the student to full-time in-person instruction.
11. **Regularly communicate with parents/guardians regarding the student's academic progress.** Communication should be in the language of the parent to the extent feasible and address academic progress as well as progress on IEP goals and objectives. Documentation of parent communications must be maintained.
12. **Review and consider LEA's learning continuity and attendance plan.** LEA is required to develop a learning continuity and attendance plan and address the impact of COVID-19 in accordance with Education Code section 43509(b) and the template developed by the State Superintendent of Public Instruction. CONTRACTOR shall review LEAs final approved learning continuity and attendance plan, and incorporate, to the extent feasible, applicable strategies to ensure instructional continuity for students transitioning between distance learning

and in-person instruction including access to devices and connectivity, mechanisms for measuring student participation and determining student progress through live contact and synchronous instructional minutes as well as how the time value of student work will be measured, professional development, additional supports for students with unique and exceptional needs, how student learning loss will be addressed, how to monitor and support the mental health and social emotional well being of students and staff.

13. **Provision of nutritionally adequate meals for students eligible for free and reduced prices meals**, whether engaged in in-person instruction or distance learning.

CONTRACTOR and LEA acknowledge that when in-person instruction is authorized to resume, it is likely that additional classroom or school closures will occur as a result of COVID-19 exposure. After in-person instruction for 2020-2021 resumes at CONTRACTOR's school site, for any subsequent classroom or school closure due to COVID-19, distance learning shall be provided as set forth herein.

PAYMENT FOR DISTANCE LEARNING

Payment for Services During Distance Learning – ESY 2020-2021

1. LEA agrees to pay CONTRACTOR the rates specified in Exhibit A of the Master Contract for ESY 2020-2021 exclusively provided via distance learning as follows:
 - A. **Daily Rate:** The basic education program/special education instruction daily rate (“Daily Rate”) for each LEA student to whom CONTRACTOR provides or makes available via distance learning in accordance with Section 3(a) of Amendment No. 1 to Master Contract 2019-2020, incorporated herein by reference.
 - B. **Related Services:** For related services that CONTRACTOR provides or makes available to LEA students via distance learning in accordance with Section 3(a) of Amendment No. 1 to Master Contract 2019-2020, except transportation, as specified in the ISA x 90%.
 - C. **Transportation:** For transportation as specified in the ISA x 80%.

Payment for Services During Distance Learning – Regular Academic Year 2020-2021

1. LEA agrees to pay CONTRACTOR the rates specified in Exhibit A of the Master Contract for distance learning provided during the regular academic year 2020-2021 in accordance with SB 98 as follows:
 - A. **Daily Rate:** The Daily Rate for each LEA student to whom CONTRACTOR provides distance learning in accordance with Education Code sections 43500 through 43511 and provides appropriate documentation of participation and attendance.
 - (1) **Documentation:** CONTRACTOR shall provide documentation of each LEA student's daily attendance and participation to LEA with the monthly billing invoice.
 - B. **Related Services:** The rate specified in Exhibit A of the Master Contract for related services that CONTRACTOR provides to LEA students via distance learning in accordance with the Student's IEP/ISA and distance learning plan, except transportation, and subject to the following:

- (1) **Individual Aid/Instructional Assistant.** In the event the IEP provides for any form of individual instructional/behavioral aid or assistant (“1:1”), payment is contingent upon documentation verifying student’s attendance in the distance learning instruction scheduled for that day (e.g., daily live interaction with teacher and peers for purposes of instruction per Education Code section 43503(b)) **and** the 1:1’s participation. Documentation shall be provided to LEA with the monthly billing invoice. Documentation may include, but is not limited to daily attendance logs and weekly engagement records.
 - (2) **Documentation of Related Services other than 1:1 and Transportation.** CONTRACTOR shall provide documentation to LEA with the monthly billing invoice verifying the related service provided as well as the date, frequency and duration of the related service provided to LEA student (e.g. service logs).
- C. **Transportation:** Transportation as specified in the LEA student’s IEP/ISA shall be paid at 50% of the rate specified in Exhibit A of the Master Contract. In lieu of daily transportation, transportation staff and equipment may be utilized for student delivery of materials, equipment or any other transportation need to facilitate Distance Learning. In the event transportation is used to support the provision of distance learning, documentation of how transportation was used, including dates/times shall be provided to LEA together with the monthly invoice. When in-person instruction resumes and transportation is provided in accordance with a student’s IEP/ISA, transportation will be paid in accordance with the rates in Exhibit A for those students actually being transported by CONTRACTOR.
- (1) **Bus Aid.** In the event the IEP provides for any form of bus aid, no payment will be provided during distance learning. When in-person instruction resumes and transportation is provided in accordance with a student’s IEP/ISA, any bus aid will be paid in accordance with the rates in Exhibit A for those students actually being transported by CONTRACTOR with a bus aid in attendance.

ADDITIONAL PROVISIONS RELATED TO DISTANCE LEARNING

CONTRACTOR agrees to follow guidance issued by state and federal agencies (e.g. California Department of Education and United States Department of Education) regarding distance learning and services to students with disabilities through distance learning as well as any applicable Executive Orders, state and federal laws/regulations addressing distance learning and/or services to students with disabilities.

CONTRACTOR shall continue to comply with the Family Educational Rights and Privacy Act (“FERPA”) and to the extent applicable, the Health Insurance Portability and Accountability Act (“HIPAA”), to protect the privacy of LEA students during distance learning.

CONTRACTOR acknowledges that once its school site reopens and in-person instruction resumes, CONTRACTOR will need to review each LEA students’ progress during distance learning as of March 2020 and identify any LEA students who may be in need of make-up sessions for related services and/or academic instruction or some other form of additional supports to ensure LEA students continue to make progress on goals/objectives in accordance with their current IEP. CONTRACTOR and LEA shall work collaboratively to determine the need for make-up sessions or additional service and shall work together to collaborate with families and amend IEP/ISAs as appropriate. CONTRACTOR agrees to provide make-up sessions and/or additional supports to LEA students, at no additional cost to LEA for make-up services identified as of March 2020 through the end of ESY 2020, if the make-up services can be provided during regular school hours

utilizing existing staff during their regularly scheduled work hours. CONTRACTOR and LEA shall confer and agree to alternative payment arrangements if the make-up services cannot be provided during regular student and staff hours or were identified during the regular academic year 2020-2021. As used herein the term “make-up services” is distinct from compensatory education ordered by the Office of Administrative Hearings/California Department of Education. Any payment for compensatory education shall be governed by the Master Contract.

Memorandum of Understanding Between
Anaheim Union High School District
And
Los Alamitos Unified School District
2020-2021

It is hereby agreed by and between the Anaheim Union High School District (hereinafter referred to as the "Provider District") and the Los Alamitos Unified School District (hereinafter referred to as the "Sending District,") and collectively referred to herein as the "Parties," mutually agree as follows:

1. Basis of Agreement

Pursuant to the authority established in Education Code Sections 56195, 56195.1, 56195.3 and 56195.5, Provider District may provide for the education of individual pupils in special education programs who reside in other districts or counties. The Provider District operates the Regional and Specialized Programs to provide special education programs and services to individuals with exceptional needs requiring intensive educational services, including a regional deaf and hard of hearing program.

2. Term of Agreement

This Agreement is effective for the period beginning August 1, 2020, and ending June 30, 2021.

3. Acknowledgment of Special Education Funding Formula

It is acknowledged that, in accordance with Part 30 of the Education Code, Chapter 7.2, Section 56836 et seq., the California State funding formula for special education programs, services and administration generates an entitlement based on the average daily attendance of pupils in the local education agencies that comprise a Special Education Local Plan Area (SELPA).

4. Scope of Program and Referral Process to GASELPA

The Provider District shall conduct special education programs and services for those eligible pupils of the Sending District referred by their Individualized Education Program (IEP) Teams when it is jointly determined by the Sending District and the Provider District that the pupil's educational needs as specified in the pupil's IEP can be appropriately met by the programs and services operated by the Provider District. Prior to offering placement in any Provider District Program, the Sending District shall contact the appropriate Provider District Program Specialist and/or Provider District Director to discuss a possible referral and the appropriateness of the Provider District Program placement. If the referral seems appropriate, the Sending District shall obtain from the parent authorization to release information to the Provider District staff and submit a Provider District referral

packet to the appropriate Provider District Director as well as schedule a visitation with the parent. Provider District referral packets can be obtained by contacting the Provider District Director and/or Program Specialists of the Provider District where the Program is located.

Upon review of the referral packet and site visit by parent, the Provider District Program Specialist and/or representative will coordinate an IEP team meeting for purposes of discussing possible placement in a Provider District Program. Provider District shall maintain and provide special education programs for Sending District pupils during the 2020-2021 school year. Class size ranges and student-adult ratios shall be maintained in a manner which allows Provider District to meet the programmatic, health and safety needs of the pupils.

5. Responsibility of School District of Residence

The Sending District and Provider District acknowledge that the Sending District, as the pupil's district of residence, maintains primary responsibility as the local education agency (LEA) to ensure the pupil receives a free appropriate public education. In the event a pupil participating in a Provider District Program moves out of the Sending District, the Sending District shall immediately provide the Provider District written notice of the pupil's change in residence, including the new school district of residence, if known. Similarly, the Provider District shall immediately notify Sending District in the event a parent reports a change in residence, including the new school district of residence, if known.

6. Annual and Triennial Reviews

The Provider District shall be notified of annual reviews scheduled for its pupils participating in a Provider District Program and may provide a representative who will participate in the development of the annual IEP. For initial placement, triennial review, recommendation for home instruction, or a change in eligibility or services specified on the current IEP, a Sending District representative who is authorized to approve or disapprove the allocation of specified Sending District resources necessary for the implementation of the pupil's IEP shall attend the IEP team meeting. For all other pupils enrolled in a Provider District Program, the Sending District agrees to provide a general education teacher at IEP team meetings unless otherwise waived in writing by pupil's parent in accordance with the IDEA and State law. Subject to approval by the pupil's parents, the general education teacher and/or other IEP team participants may use alternative means of meeting participation, such as video conferences and conference calls.

Progress reports relating to goals and objectives in a pupil's IEP shall be sent by the Provider District to parents per the pupil's IEP schedule for progress reporting and to the Director of Special Education of the Sending District upon request. When requested by Sending District or parent, an updated report shall be provided if there is no current progress report whenever a pupil is scheduled for an IEP review or when pupil's enrollment in Provider District Program is terminated.

7. Assessments/Independent Educational Evaluations

In the event a request is made for an Independent Educational Evaluation (IEE), Provider District and/or District Provider school site shall immediately forward such request to the Sending District, in collaboration with the Provider District, shall determine how to respond to the request for an IEE. If the Sending District receives a request for assessment or IEE for a

student referred to or enrolled in a Provider District Program, the Sending District shall immediately notify Provider District of the request and collaborate with Provider District as to how to respond. Provider and/or Sending District may also schedule an IEP team meeting to further discuss the requested IEE or assessment.

The Sending District is responsible for all matters related to the IEE including but not limited to the ultimate decision whether or not to grant the IEE, whether or not to file for a Due Process Hearing or other legal proceeding, and all costs related obtaining and conducting the IEE. The Provider District and Provider District school site are not responsible for any costs or legal proceeding such as a Due Process hearing and/or Attorney Fees related to the IEE.

8. Pupil Count

A count shall be taken of the number of pupils enrolled in GASELPA's Special Schools Program as of the first day of each calendar month, August through June. A pupil shall be counted as "enrolled" in a Provider District Program on the first day of attendance in the program or fourteen (14) days after the IEP team has met and an approved IEP has been executed for the pupil's educational placement in a Provider District Program, whichever occurs sooner. Pupils continuing in a Provider District Program from the previous school year shall be counted as "enrolled" on the first school day in September unless written notification of withdrawal is received from either the parent or Sending District. If a continuing pupil has not attended school by the eleventh (11th) day of the first school month, Provider District shall notify the Sending District and a determination shall be made regarding continuing enrollment. In the event either Provider District or Sending District are informed that a pupil has been withdrawn by the parent from a Provider District Program, each agency shall immediately notify the other of such withdrawal. Any pupil withdrawn by the parent from a Provider District Program is no longer counted as "enrolled" or considered a continuing pupil for the following school year.

9. Definitions

a. "Provider District Programs" are the special education classes and support services operated by Provider District for severely disabled and medically fragile pupils, pupils with low incidence disabilities, pupils with autism spectrum disorders, pupils with emotional disturbances and other eligible pupils.

b. "Special Education Program Income" shall be defined as the sum of all State and Federal funds generated by or on behalf of pupils transferred to regional programs operated by Provider District Programs under this Agreement.

c. "Special Education Program Expenditures" shall include Direct Costs, Direct Support Costs and Indirect Cost of Provider District Programs.

d. "Average Cost Per Pupil" shall refer to the Special Education Program Expenditures attributable to the program less Special Education Program Income divided by the average number of pupils enrolled during the year.

e. "Average Number of Pupils" shall refer to the total of the number of pupils counted on the first school day of each calendar month divided by the number of calendar months in the period specified.

10. Funding

In consideration of the enrollment of pupils in special education programs conducted by Provider District, the Sending District and/or Sending District SELPA transferring pupils to the regional programs operated by Provider District agree to pay the Provider District the costs of services based on the schedule attached hereto as Exhibit A.

a. Special Circumstance Assistant (SCA). The Sending District, as specified in its SELPA's Local Plan, shall be responsible for the full cost of additional personnel required for the benefit of and specified in the IEP for individual pupils who are residents of the Sending District.

11. Home Instruction

When a pupil is absent from school for more than ten (10) consecutive school days as a result of a medical condition and is expected to have an extended health related absence, the pupil's IEP team shall review the IEP and determine appropriate educational services. A Sending District representative who is authorized by the Sending District's Director of Special Education to approve or disapprove the allocation of specified Sending District resources necessary for the implementation of the pupil's IEP shall participate in the IEP team meeting when considering a placement for home or hospital instruction. When recommending placement for home or hospital instruction, the IEP team shall consider documentation from the pupil's treating physician indicating the pupil's condition, verifying that the condition prevents the pupil from attending school and providing a projected date for the pupil's return to school. Any in-home instruction, including other related services, shall be provided by the Sending District or as otherwise agreed to by Provider District and the Sending District. In the event the pupil is hospitalized in a facility located outside of the Sending District, it is the Sending District's responsibility to inform the parent that instruction will be provided in accordance with Education Code section 48207 and 48208. In either circumstance, it may be necessary to exit the pupil from Provider District Program in order for the Sending District to provide the necessary in-home instruction or for the pupil to receive hospital instruction. In the event the Provider District and the Sending District agree that the Provider District will provide in-home or hospital instruction to the pupil, the Provider District shall separately bill the Sending District for such services.

12. Transportation

Sending Districts transporting pupils to a Provider District Program shall ensure that buses arrive at the school site with sufficient time to unload students prior to the beginning of the instructional day and to load them at the end of the instructional day. Delays requiring either overtime supervision or causing portions of the instructional program to be missed and subsequently made up may result in charges to the Sending District for additional costs incurred by the Provider District related to such delays.

13. Due Process and Complaints

Provider District and Sending District agree to collaborate and fully cooperate in any due process proceeding involving a pupil currently attending or formerly enrolled in a Provider District

Program, including resolution sessions, mediations and hearings, as well as coordinating witness availability and producing documents regarding the pupil.

In the event Provider District is named as the sole LEA in a due process complaint, Provider District and Sending District agree that Sending District, as the pupil's school district of residence, is a necessary party to the due process proceedings.

a. Provider District and Sending District shall also fully participate in the investigation and provision of documentation related to any complaint filed with the State of California, the Office for Civil Rights, or any other State and/or federal governmental body or agency.

14. Quarterly Billing

The Provider District shall bill the Sending District quarterly invoices based on the estimated costs on Exhibit A.

15. Final Accounting

The final invoice will include the appropriate documentation supporting the Provider District expenditures and revenues for the Provider District Program. Final invoice will be sent to the Sending District by October 15th of the following fiscal year.

16. Projected Enrollment/Facilities and Staffing Needs

In order to assist the Provider District in planning for both facilities and staffing needs for its programs, each Sending District shall submit to, in writing, on or before February 15 of each year, the projected number of pupils expected to be transferred to the Provider District programs for special education and support services in the following school year. Absent a projection, the number of Sending District pupils reported in the current year December 1 Federal Pupil Count shall be used for facilities, staffing and budget planning by the Provider District for the following school year.

17. Notices

All notices to be given pursuant to this Agreement, by either party to the other, shall be in writing and (a) delivered in person; (b) deposited in the United States Mail duly certified or registered, return receipt requested with postage prepaid; or (c) sent by Federal Express or other similar overnight delivery service. Notice is deemed to have been duly given and received upon (a) personal delivery; (b) as of the third business day after deposit in the United States Mail; or (c) the immediately succeeding business day after deposit with an overnight delivery service. Notices hereunder shall be provided to the following addresses, and such addresses may be changed by providing written notice in accordance with this Section:

Provider District:

School District: Anaheim Union High School District
 Address: 501 N. Crescent Way
 City: Anaheim, CA 92801

Attn: Celeste Krueger
 Title: Director, Special Youth Services
 Telephone: 714-999-3528
 Fax: 714-999-0622

Sending District

School District: Los Alamitos Unified School District
 Address: 10293 Bloomfield St.
 City: Los Alamitos, CA 90720
 Attn: Grace Delk, M.S.
 Title: Director, Special Education
 Telephone: (562) 799-4700 ext. 80420
 Fax: (562) 799-4738

18. No Waiver

The failure of the Provider District in any one or more instances to insist upon strict performance of any of the terms of this Agreement or to exercise any option herein conferred shall not be construed as a waiver or relinquishment to any extent of the right to assert or rely upon such terms or option on any future occasion.

19. Hold Harmless

To the extent permitted by law, and except for the acts or omissions of employees, agents and officers of the Sending District, Provider District agrees to hold harmless, indemnify and defend the Sending District and its governing board, officers, agents and employees from all claims, demands, liabilities, losses, damages, or expenses of any nature whatsoever arising from or connected with the Provider District's performance of services during the term of this Agreement. To the extent permitted by law, and except for the acts or omissions of employees, agents and officers of the Provider District, the Sending District agrees to hold harmless, indemnify and defend Provider District and its governing board, officers, agents and employees from all claims, demands, liabilities, losses, damages, or expenses of any nature whatsoever arising from or connected with the Provider District's performance of services during the term of this Agreement.

20. Complete Agreement

This Agreement is the complete Agreement of the Parties. Any amendments hereto shall be in writing and shall be dated and executed by both Parties.

21. Applicable Law

This Agreement is governed by California state and federal law, and shall be interpreted as if jointly drafted by the Parties to this Agreement.

22. Counterparts

This Agreement may be signed in counterparts. A copy or original of this document with all signature pages appended together shall be deemed a fully executed Agreement. Facsimile signatures shall be deemed as binding as original signatures.


IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed.

APPROVED BY:

Anaheim Union High School District
Provider District

Los Alamitos Unified School District
Sender District

By: _____
Authorized Agent Signature

By:  _____
Authorized Agent Signature

Jaron Fried, Assistant Superintendent
Name/Title

Nancy Nien, Asst. Sup.
Name/Title

9/16/20
Date

8-14-20
Date

Date Approved by Provider
Sender
District Board: 9/15/20

Date Approved by
District Board: 8-11-20

cc: SELPA

Grant Award Notification

GRANTEE NAME AND ADDRESS Michael Matsuda, Superintendent Anaheim Union High School District 501 North Crescent Way Anaheim, CA 92803		CDE GRANT NUMBER				
		FY	PCA	Vendor	Suffix	
		2020	23297	66431	07	
Attention Vicky Azevedo, District TUPE Project Coordinator <i>Vicky Azevedo</i>		STANDARDIZED ACCOUNT CODE STRUCTURE		COUNTY		
Program Office Student Support Services		Resource Code	Revenue Object Code	30		
Telephone 714-999-2437		6690	8590	INDEX		
Name of Grant Program Tobacco-Use Prevention Education for Grades Six through Twelve, Tier 2					0590	
GRANT DETAILS	Original/Prior Amendments	Amendment Amount	Total	Amend. No.	Award Starting Date	Award Ending Date
	\$560,895.00		\$560,895.00		07/01/2020	06/30/2020
CFDA Number	Federal Grant Number	Federal Grant Name		Federal Agency		
<p>I am pleased to inform you that you have been funded for the fiscal year 2020–21 Tobacco-Use Prevention Education for Grades Six through Twelve, Tier 2 Grant.</p> <p>This award is made contingent upon the availability of funds. If the Legislature takes action to reduce or defer the funding upon which this award is based, then this award will be amended accordingly.</p> <p>Please return the original, signed Grant Award Notification (AO-400) within 10 days of receipt to:</p> <p style="text-align: center;">Teressa Chan-Walters, AGPA Educator Excellence and Equity Division/Tobacco-Use Prevention Office California Department of Education 1430 N Street, Suite 6408 Sacramento, CA 95814-5901</p>						
California Department of Education Contact Teressa Chan-Walters				Job Title Associate Governmental Program Analyst		
E-mail Address Tchanwalters@cde.ca.gov				Telephone 916-319-0195		
Signature of the State Superintendent of Public Instruction or Designee <i>Long Howard</i>				Date August 11, 2020		
CERTIFICATION OF ACCEPTANCE OF GRANT REQUIREMENTS						
<p><i>On behalf of the grantee named above, I accept this grant award. I have read the applicable certifications, assurances, terms, and conditions identified on the grant application (for grants with an application process) or in this document or both; and I agree to comply with all requirements as a condition of funding.</i></p>						
Printed Name of Authorized Agent <i>Michael E. Matsuda</i>				Title <i>Superintendent</i>		
E-mail Address <i>matsuda.m@auhsd.us</i>				Telephone <i>714-999-3502</i>		
Signature <i>Michael Matsuda</i>				Date <i>8/17/2020</i>		



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Funding Results

Tobacco-Use Prevention Education: Grades 6-12 Tier 2

Note: Recipients and funding amounts are subject to budget and administrative adjustments.

Proposed TUPE Grades 6-12 Tier 2 funding results for fiscal years 2020-23. These funding results reflect year one of a three-year grant.

Program Questions: Lisa McClung, email: LMcClung@cde.ca.gov, phone: 916-319-0202

Fiscal Questions: Teresha Chan-Walters, email: TChanWalters@cde.ca.gov, phone: 916-319-0195

[TUPE Grades 6-12 Tier 2 Funding Results \(2020-21\) \(XLSX\)](#)

Last Reviewed: Monday, July 13, 2020

**Tobacco-Use Prevention Education Program for Grades Six through Twelve Tier 2 Grant
Funding Results**

Fiscal Year 2020-2021

California Department of Education July 9, 2020

County	Grantee Name	FY	PCA	Vendor #	Suffix	Total
Alameda	Alameda County Office of Education	2020-21	25444	10017	07	\$ 1,274,130.00
Alameda	Oakland Unified School District	2020-21	23297	61259	07	\$ 308,851.33
Butte	Butte County Office of Education	2020-21	23297	10041	07	\$ 128,502.69
Butte	Chico Unified School District	2020-21	23297	61424	07	\$ 111,414.24
Contra Costa	Contra Costa County Office of Education	2020-21	23297	10074	07	\$ 1,221,488.14
El Dorado	Black Oak Mine Unified School District	2020-21	25444	73783	07	\$ 11,376.00
El Dorado	El Dorado Union High School District	2020-21	23297	61853	07	\$ 114,606.00
Fresno	Fresno County Superintendent of Schools	2020-21	23297	10108	07	\$ 261,030.16
Glenn	Glenn County Office of Education	2020-21	23297	10116	07	\$ 48,258.00
Humboldt	Eureka City Schools	2020-21	23297	75515	07	\$ 53,888.19
Inyo	Bishop Unified School District	2020-21	23297	76687	07	\$ 18,432.00
Kern	Kern County Superintendent of Schools	2020-21	23297	10157	07	\$ 605,119.07
Los Angeles	Glendale Unified School District	2020-21	23297	64568	07	\$ 208,828.63
Los Angeles	La Canada Unified School District	2020-21	23297	64659	07	\$ 38,131.55
Los Angeles	Las Virgenes Unified School District	2020-21	23297	64683	07	\$ 115,920.40
Los Angeles	Los Angeles County Office of Education	2020-21	25444	10199	07	\$ 1,927,404.00
Los Angeles	Los Angeles Unified School District, Beyond the Bell Branch	2020-21	25444	64733	07	\$ 2,326,066.90
Los Angeles	Norwalk La Mirada U.S.D.	2020-21	23297	64840	07	\$ 146,606.86
Marin	Marin County Office of Education	2020-21	25444	10215	07	\$ 251,153.15
Napa	Napa County Office of Education	2020-21	23297	10280	07	\$ 194,921.11
Nevada	Nevada County Superintendent of Schools	2020-21	23297	10298	07	\$ 102,474.00
Orange	Anaheim Union High School District	2020-21	23297	66431	07	\$ 560,895.00
Orange	Orange County Department of Education	2020-21	25444	10306	07	\$ 1,359,426.06
Placer	Roseville Joint Union High School District	2020-21	23297	66928	07	\$ 173,153.07
Riverside	Corona-Norco Unified School District	2020-21	23297	67033	07	\$ 515,520.00
Riverside	Desert Sands Unified School District	2020-21	23297	67058	07	\$ 317,049.79
Riverside	Hemet Unified School District	2020-21	23297	67082	07	\$ 199,721.40
Sacramento	Elk Grove Unified School District	2020-21	23297	67314	07	\$ 605,419.54
Sacramento	Folsom Cordova Unified School District	2020-21	23297	67330	07	\$ 188,189.95
Sacramento	Sacramento City Unified School District	2020-21	23297	67439	07	\$ 366,500.16
Sacramento	San Juan Unified School District	2020-21	25444	67447	07	\$ 346,364.00
Sacramento	Twin Rivers Unified School District	2020-21	23297	76505	07	\$ 220,672.43
San Bernardino	Chino Valley Unified School District	2020-21	23297	67678	07	\$ 264,377.70
San Bernardino	San Bernardino County Superintendent of Schools	2020-21	23297	10363	07	\$ 520,578.00
San Diego	La Mesa - Spring Valley School District	2020-21	23297	68197	07	\$ 71,038.09
San Diego	San Diego County Office of Education	2020-21	23297	10371	07	\$ 911,296.11
San Diego	San Diego Unified School District	2020-21	25444	68338	07	\$ 565,150.00
San Francisco	San Francisco County Office/Unified School District	2020-21	23297	68478	07	\$ 498,888.00
San Joaquin	Lammersville Unified School District	2020-21	23297	76760	07	\$ 23,400.00
San Joaquin	Stockton Unified School District	2020-21	23297	68676	07	\$ 326,502.00
San Luis Obispo	San Luis Obispo County Office of Education	2020-21	23297	10405	07	\$ 310,924.96
San Mateo	San Mateo County Office of Education	2020-21	23297	10413	07	\$ 360,068.88
San Mateo	San Mateo Union High School District	2020-21	23297	69047	07	\$ 164,111.00
Santa Barbara	Santa Barbara County Education Office	2020-21	23297	10421	07	\$ 577,291.00
Santa Clara	Santa Clara County Office of Education	2020-21	25444	10439	07	\$ 1,136,583.46
Santa Cruz	Pajaro Valley Unified School District	2020-21	23297	69799	07	\$ 268,221.71
Shasta	Shasta County Office of Education	2020-21	23297	10454	07	\$ 165,060.00
Siskiyou	Siskiyou County Office of Education	2020-21	23297	10470	07	\$ 36,653.02
Siskiyou	Yreka Union High School District	2020-21	25444	70516	07	\$ 9,456.43
Solano	Solano County Office of Education	2020-21	23297	10488	07	\$ 543,336.99
Sonoma	Petaluma City Schools	2020-21	23297	70862	07	\$ 90,194.48
Stanislaus	Stanislaus County Office of Education	2020-21	23297	10504	07	\$ 775,350.00
Sutter	Sutter County Superintendent of Schools	2020-21	23297	10512	07	\$ 58,464.00
Sutter	Yuba City Unified School District	2020-21	23297	71464	07	\$ 111,690.00
Tulare	Tulare County Office of Education	2020-21	23297	10546	07	\$ 702,434.97
Ventura	Conejo Valley Unified School District	2020-21	23297	72759	07	\$ 199,996.31
Ventura	Simi Valley Unified School District	2020-21	25444	72603	07	\$ 157,342.50
Ventura	Ventura County Office of Education	2020-21	25444	10561	07	\$ 646,943.77
Yolo	Yolo County Office of Education	2020-21	23297	10579	07	\$ 98,424.01
Yuba	Yuba County Office of Education	2020-21	25444	10587	07	\$ 100,807.94

MARCUS MANAGEMENT SOLUTIONS
INDEPENDENT CONTRACTOR AGREEMENT
 2020-2021 / 2021-2022 / 2022-2023

THIS AGREEMENT is made and entered into this **12th day of August 2020**, by and between the ANAHEIM UNION HIGH SCHOOL DISTRICT, hereinafter referred to as "District," and **Marcus Management Solutions (MMS)**, 4713 Norwich Avenue, Sherman Oaks, CA 91403, hereinafter referred to as INDEPENDENT CONTRACTOR.

WHEREAS THE DISTRICT is authorized by section 53060 of the California Governmental Code to contract with and employ an INDEPENDENT CONTRACTOR who is specially trained and qualified to perform special services that will meet the specific needs of the District; and

WHEREAS THE DISTRICT finds that the INDEPENDENT CONTRACTOR is specially qualified for and shall provide special evaluation services to the District that no qualified employee of the District, nor employee of any districts, nor any county offices of education adjoining the particular District is available to perform and that will meet the special needs of the District and the requirements of the funding agency for the Tobacco Use Prevention Education (TUPE) Grant. The INDEPENDENT CONTRACTOR shall provide the following specific needs of the District and funding agency and shall provide the following:

Marcus Management Solutions (MMS) will design and implement the Evaluation Management Plan and measurement tools, oversee the data collection system, analyze data, and prepare extensive annual evaluation reports during the term of the TUPE Grant, which commences on July 1, 2020, and concludes on June 30, 2023. Work is to be performed for the funding agency, the Governing Board, and the TUPE collaborators, as outlined in the Tier 2 TUPE grant (2020-23).

WHEREAS the Governing Board has determined that Marcus Management Solutions (MMS), 4713 Norwich Avenue, Sherman Oaks, CA 91403 is an INDEPENDENT CONTRACTOR and is specially trained, experienced, and competent to perform the special evaluation services required; and,

WHEREAS the District under the terms of this agreement, hereby agrees to pay the INDEPENDENT CONTRACTOR for services rendered on a yearly basis, at a yearly rate of **9% of the total grant award amount; not to exceed \$50,480.58 per year**, for three consecutive years, as outlined in the TUPE grant application. The total amount paid to the INDEPENDENT CONTRACTOR for services rendered is not to exceed \$151,442.00. Payments will be made four times a year upon receipt of services, invoices, and this signed agreement.

TUPE GRANT EVALUATORS (2020-2023)	
Total Grant Award Amount:	\$ 1,682,686
Contract Percentage of Grant Total:	9%
Total Contract Amount (3-years):	\$ 151,442
Yearly Contract Amount:	\$ 50,480.58

WHEREAS the INDEPENDENT CONTRACTOR in the performance of this agreement shall be and act as an INDEPENDENT CONTRACTOR providing the necessary tools and equipment and provide the Governing Board a final finished report and/ or product within the prescribed time of the grant funding agency; and,

WHEREAS the INDEPENDENT CONTRACTOR shall assume all other expenses incurred in connection with the performance of this contract, and the District shall not be responsible for payment of any other expenses, the fees specified, unless otherwise indicated and agreed to, shall be the only obligation of the District. While engaged in carrying out and complying with any of the terms and conditions of this agreement, the INDEPENDENT CONTRACTOR is not an officer, agent, or employee of the District; and,

WHEREAS the INDEPENDENT CONTRACTOR shall provide Workers' Compensation Insurance of

self-insure his/her services. The INDEPENDENT CONTRACTOR shall also hold and keep harmless the District and all officers and agents thereof from damages, cost or expenses in law or equity that may at any time arise or be set up because of injuries to persons or property caused by the INDEPENDENT CONTRACTOR'S sole negligence; nor shall the District be liable or responsible for any accident, loss or damage, which is caused by the INDEPENDENT CONTRACTOR'S sole negligence at his/her own expense, cost, or risk shall defend any and all actions, suits, or other legal proceedings that may be brought or instituted against the District officers, agents, thereof on any claim or demand, and pay or satisfy any judgment that may be rendered against the District or officers or agents thereof in any action suit or legal proceedings; and,

WHEREAS upon ten (10) days notification in writing by either of the parties hereto, this agreement may be terminated for any reason; and,

WHEREAS the parties to this agreement, under penalty of perjury, certify that all of the above items are to the best of their knowledge true and correct statements.

IN WITNESS thereof, said parties have executed this agreement as of the date first written on the previous page.

INDEPENDENT CONTRACTOR-
MARCUS MANAGEMENT SOLUTIONS

ANAHEIM UNION HIGH SCHOOL DISTRICT

Signature: Sheila Marcus
Date: August 12, 2020

Signature: _____
Date: 9/16/20

Sheila Marcus
Marcus Management Solutions (MMS)
4713 Norwich Avenue
Sherman Oaks, CA 91403-2017

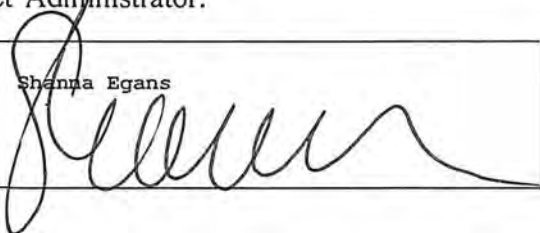
Dr. Jaron Fried
Assistant Superintendent
Educational Services
501 N. Crescent Way/P.O. Box 3520
Anaheim, CA 92803-3520

Please check one:

Independent/Sole Proprietor	<input checked="" type="checkbox"/>
Corporation	<input type="checkbox"/>
Partnership	<input type="checkbox"/>
Other	<input type="checkbox"/>

Federal Identification Number # 33-0869916

Principal/District Administrator:

Name:	<u>Dr. Shanna Egans</u>	Title	<u>Director, Student Support Services</u>
Signature:		Date:	<u>9/20/2020</u>

Agreement Number 50332

ORANGE COUNTY SUPERINTENDENT OF SCHOOLS
MEMORANDUM OF UNDERSTANDING ("MOU")

This Memorandum of Understanding (MOU) is entered into by and between the Orange County Superintendent of Schools, herein called the "Program Sponsor", and Anaheim Union High School District, herein called the "District," who agrees to participate in the Orange County Superintendent of Schools Career Technical Education (CTE) Teacher Credentialing Program.

1. PROGRAM SPONSOR: BASIC RESPONSIBILITIES

The Program Sponsor agrees to:

- A. Provide credential services for Designated Subjects CTE Credential candidates
 - Review and advise on eligibility requirements.
 - Analyze application packet to confirm eligibility.
 - Submit to the Commission on Teacher Credentialing (CTC) the approved candidates application for a Preliminary Designated Subjects CTE Credential.
- B. Establish and maintain a partnership with the District
 - Distribute periodic commission and program information.
 - Convene the Institute for Leadership Development (ILD) advisory council a minimum of twice a year to further support collaboration among local Institutions of Higher Education (IHE's), District and all relevant stakeholders.
- C. Provide all program coursework and support
 - Provide CTC approved coursework facilitated by CTE experts delivered in an online environment.
 - Review and analyze data from course evaluations to inform program decisions.
 - Establish partnerships with IHE's and District to identify additional professional development opportunities and support.
- D. Adhere to the Commission on Teacher Credentialing mandates as they apply to educator preparation programs as defined by the 7-year accreditation reporting cycle.

2. DISTRICT: BASIC RESPONSIBILITIES

The District agrees to:

- A. Identify one (1) District contact person.
 - This individual will serve as the District representative to work collaboratively with the ILD Program Coordinator to support their candidate(s) enrollment in the Program Sponsor's CTE Teacher Credentialing Program.
 - This individual will participate in a program orientation to secure a current understanding of program requirements timelines and available resources.
 - This individual will sit on the ILD advisory council representing his/her District interest.
- B. Ensure candidates enroll in the next available CTE cohort following recommendation of preliminary credential.
- C. Accreditation from the CTC recommends that all districts employing CTE preliminary credential holders continue to support candidates by providing a mentor. The District agrees to provide a mentor to all enrolled CTE program candidates. These mentors will work with the Program Sponsor's Program Manager to give ongoing support to these candidates. CTE mentor roles and responsibilities are outlined in Exhibit "A", "CTE Mentor Selection Guidelines, Roles and Responsibilities", which is attached hereto and incorporated by reference herein. CTE mentors must meet the following selection criteria:
 - Minimum of three (3) years of successful teaching experience.
 - Hold a clear Designated Subjects CTE credential.
 - Submit an application to the Program Sponsor's Program Manager.

3. TERM AND TERMINATION

This agreement shall be effective from July 1, 2020 until June 30, 2021 and is renewable annually, by mutual written agreement. The MOU may be amended by mutual written consent of the parties and may be terminated by Program Sponsor upon thirty (30) days advance written notification.

4. PAYMENT

The parties both agree that there will be no payment involved for services rendered. Program tuition and all other costs will be the responsibility of the enrolled candidate.

5. INDEMNIFICATION

Both parties agree to defend, indemnify, save, and hold harmless each other from and against any and all demands, debts, liens, claims, losses, damages, liability, costs, expenses (including, but not by way of limitation, attorneys fees and costs actually incurred, whether or not litigation has commenced), judgments or obligations, actions, or causes of action whatsoever, for or in connection with injury, damage, or loss (including, but not limited to death) to any person or property unless such injury, damage or loss results from or is connected with the sole negligence or error or omission of the other party. The provisions of this clause shall not be limited to the availability or collectability of insurance coverage.

6. INSURANCE

Both parties shall maintain such general liability, property damage, workers' compensation, and auto insurance, and any other insurance as may be necessary, as is required to protect Program Sponsor's and District interests as they may appear.

7. EMPLOYEE FINGERPRINTING

During the entire term of the MOU, both parties, including any/all subcontractors, shall fully comply with the provisions of the Education Code Section 45125.1 when either parties' employees and/or employees of subcontractors will have more than limited contact with Program Sponsor's candidates.

8. GOVERNING LAW/FORUM SELECTION

This MOU is made, entered into and executed in Orange County, California, and the parties agree that any legal action, claim or proceeding arising out of or connected with this Contract shall be filed in the applicable court in Orange County, California. The parties further agree this Contract shall be construed, and all disputes hereunder shall be settled, in accordance with the laws of the State of California.

9. INCORPORATION BY REFERENCE

Any exhibits referenced herein shall be incorporated and made a part of this MOU.

10. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

Each and every provision of law and clause required by law to be inserted in this MOU shall be deemed to be inserted herein and the MOU shall be read and enforced as though it were so inserted and included.

11. NO THIRD PARTY OBLIGATIONS

The execution and delivery of this MOU shall not be deemed to confer any rights upon, nor obligate any parties thereto, to any person or entity other than the parties hereto.

12. TOBACCO-FREE WORKPLACE

When at Program Sponsored-owned or Program Sponsored-leased buildings, both parties hereby agree to comply with the Orange County Board of Education's Policy 3515.1 which states: "It is the intention of the office (OCDE) to provide a smoke-free workplace within all buildings owned or leased by the office (OCDE) commencing June 30, 1995."

13. ALCOHOL AND DRUG-FREE WORKPLACE

Both parties hereby certify under penalty or perjury under the laws of the State of California that they will comply with the requirements of the Drug-Free Workplace Act of 1988 (Government Code Section 8350 et. seq.), and the Orange County Board of Education's Alcohol and Drug-Free Workplace Policy 4034.

14. RECORD RETENTION AND INSPECTION

Both parties shall have access to and the right to examine, audit, excerpt, copy or transcribe any pertinent records pertaining to this MOU. All records shall be kept and maintained by District/Program Sponsor and made available to Program Sponsor/District during the entire term of this Contract and for a period not less than five (5) years.


15. CERTIFICATION REGARDING DEBARMENT, SUSPENSION OR OTHER INELIGIBILITY (Federal Executive Order 12549)

By executing this MOU, District certifies to the best of its knowledge and belief that it and its principals:

- A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or Agency;
- B. Have not, within a three-year period preceding the execution of this MOU, been convicted of, or had a civil judgment rendered against them, for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction (Federal, State or Local) or MOU under a public transaction; or violation of Federal or State antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- C. Are not presently indicted for, or otherwise criminally or civilly charged by any government entity (Federal, State or Local), with commission of any of the offenses enumerated in Section B above, of this certification; and,
- D. Have not, within a three-year period preceding the execution of this MOU, had one or more public transactions (Federal, State or Local) terminated for cause of default.

ORANGE COUNTY
SUPERINTENDENT OF SCHOOLS

ANAHEIM UNION HIGH
SCHOOL DISTRICT

By 
Patricia McCaughey
Administrator

By _____
Brad Jackson
Assistant Superintendent, Human Resources

Date August 7, 2020

Date _____

AUHSD(50332)Career Technical Education (CTE) Teacher Credentialing Program-NO FEES (2020-2021)
ZIP4

Exhibit "A"

CTE Mentor Selection Guidelines, Roles and Responsibilities

Accreditation from the CTC recommends that all districts employing CTE preliminary credential holders continue to support candidates by providing a mentor. This mentor will work with the OCDE Program Manager to give ongoing support to all enrolled CTE program candidates.

Selection Criteria

- Certificated, have at least three years of successful teaching experience and verification of recent work experience in an education setting
- Hold a clear Designated Subjects CTE Credential
- Trained pedagogical coaches (CTE On-Line Certificated) and support providers to CTE program candidates
- Curriculum developers and/or leaders
- Competent in providing complete, accurate, and timely feedback to candidates' questions, concerns or clarification needs.
- Supportive of program candidates by serving as a lifeline during the preliminary teaching year/s.

District/Employer Responsibilities

- Select Mentors per selection criteria
- Complete the candidate's recommendation form and submit the application and recommendation form to OCDE
- Supervision of Mentors and Candidates
- Support participation in professional development opportunities
- Attend Credential Advisory meetings
- Ensure Early Orientation completion

Mentor Responsibilities

- Complete application for district recommendation/LEA approval
- To be qualified, mentors must obtain:
 - Valid, clear DS CTE teaching credential
 - Minimum of 3 years teaching experience
 - Verification of recent work experience in an educational setting
 - Recommendation of district employer
- Complete CTE Program Mentor Orientation
- Conduct classroom observations (1 during preliminary credential process)
- Provide ongoing feedback to candidates
- Provide required documentation to OCDE Program Staff
- Attend Advisory, Curriculum Review, and State-wide mentor collaboration Meetings as necessary

Human Resources Division, Certificated Personnel

Board of Trustees
September 15, 2020

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1. Resignations/Retirements, effective as noted:

Browning, Kim Retirement 8/10/20

2. Employment:

A. Teacher(s)/Probationary:

		<u>Column</u>	<u>Step</u>
Creighton, Charlene	8/11/20	3	1

B. Teacher(s)/Temporary:

		<u>Column</u>	<u>Step</u>
Drew, Desiree	8/13/20	1	1
Hodgson, Stephanie	8/10/20	4	1
Humphreys, Wesley	8/18/20	1	1
Lauder, Douglas	8/10/20	1	1
Park, Caroline	8/12/20	1	1
Song, Eunice	8/10/20	3	1
Wai, Jeremiah	8/17/20	1	1
Zelaya, Kevin	8/10/20	1	1

C. Day-to-Day Substitute Teacher(s) with authorization to teach in subject areas where they have adequate preparation, effective as noted:

Alaei, Gholam	8/12/20
Alvarado, Homer	8/12/20
Clark, Steven	8/12/20
Day, Richard	8/12/20
Drew, Desiree	8/10/20
Duran, Sevastian	8/12/20
Felix, Joseph	8/12/20
Galvez, Jesus	8/12/20
Garton, Keith	8/12/20
Gagnano, Sharon	8/12/20
Hanson, Todd	8/12/20
Henry, Malory	8/12/20
Hernandez, Desmond	8/12/20
Hong, Erina	8/12/20
Howe, Allison	8/12/20
Kamiyama, Darin	8/12/20
Kazerooni, Bijan	8/12/20
Morones, Carlyn	8/31/20
Muniz, Sara	8/10/20
Plunkett, Carl	8/12/20
Rosete, Jessica	8/12/20
Ruiz, Diego	8/12/20
Schuster, Martha	8/12/20
Virrueta, Ricardo	8/12/20
Yousefian, Jerry	8/12/20

Human Resources Division, Certificated Personnel

Board of Trustees
September 15, 2020

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D. School Nurse(s)/Temporary:

		<u>Column</u>	<u>Step</u>
Gomez, Maria	8/31/20	1	1

E. Counselor(s)/Temporary:

		<u>Column</u>	<u>Step</u>
Ambriz, Aurora	8/21/20	3	1
Anthony, Terese	8/24/20	3	1
Castillo, Miranda	8/21/20	2	1
Cobian, Jeanette	8/28/20	1	1
Coleman, Dionne	8/21/20	3	1
Emaguna, Isiah	8/17/20	3	1
Hanna, Rasha	8/17/20	2	2
Nelson, Blair	8/24/20	3	1
Plummer, Brianna	8/25/20	1	1
Preciado, Brenda	8/17/20	3	1
Young, Angela	8/31/20	2	1
Yu, Annie	8/17/20	3	1

F. Day-to-Day Substitute Counselor(s), effective as noted:

Emaguna, Isiah	7/22/20
Morones, Carlyn	8/31/20

G. Social Worker(s)/Temporary:

		<u>Column</u>	<u>Step</u>
Gallardo, Rene	9/21/20	3	1
Prado, Vanessa	9/14/20	3	1

H. Administrator Salary Placements/Temporary, effective as noted:

		<u>Range</u>	<u>Step</u>
Alexander, Nicole Psychologist	8/17/20	31	1
Camarena, Manuel Psychologist	8/20/20	31	1
Campos, Kimberly Psychologist	9/10/20	31	1
Garcia Lopez, Cristian Psychologist	9/8/20	31	1
Montoya, Armando Psychologist	9/8/20	31	1
Phabsomphou, Christina Psychologist	8/20/20	31	1
Pham, Emily Psychologist	8/27/20	31	1

Human Resources Division, Certificated Personnel

Board of Trustees
September 15, 2020

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Rodriguez, Daniel Psychologist	8/20/20	31	1
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I. Administrator Salary Placements, effective as noted:

		<u>Range</u>	<u>Step</u>
Baker, Brittany Psychologist	8/17/20	31	1
Counts, Jackie Director (Certificated)	4/1/20	35	6

J. Administrator Substitute, on an if and as needed basis effective as noted:

Hoshi, Ron	7/27/20
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K. Day-to-Day Substitute Psychologist(s), effective as noted:

Chavez, Jimmy	9/10/20
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3. Extra Service Compensation:

A. Additional Salary, for an extra period of coverage to be paid tenthly and based on the individual's salary for 2020-21, effective 8/10/20: (General Funds)

Anderson, David	Lopez Alegre, Otto
Armstrong, Sandra	Lupin, Shannon
Arvizu Rangel, Maribel	Mackprang, Emily
Barba, Patricia	Min, Sujin
Brunet, Patricia	Nielsen, Julianne
Buchanan, Rene	Olmedo, Adrian
Calderon, Martin	Padilla, Ricardo
Carrillo, Julie	Poggio, Randy
Cianci, Christophe	Preciado, Bruno
Dodosh, Peter	Rambaud, Aimee
Eng, David	Ramirez, Brian
Gaudette, Robert	Ramirez, William
Gomez, Leslie	Reall, Julieanne
Gonzalez, Michele	Ruben, Lindsay
Hale, Deborah	Rueter, Ryan
Hamilton, Valerie	Sabala, Ian
Ho, Linh	Sherman, Tyler
Hoos, Shannon	Shueh, Dolly
Imbriano, John	Solorzano, Raymond
Johnson, Mandy	Solorzano-Duenas, Raquel
Johnson, William	Sporn, Dana
Keledjian, Jamie	Squires, John
Kelii, Veronica	Stewart, Marianne
Kim, Jeffrey	Tagler, Craig
Larsen, Kathleen	Tenorio, Eric
Lee, Maryanna	Thompson, Jill

Human Resources Division, Certificated Personnel

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September 15, 2020

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Thorne, Taylor
Towle, Skyler
Turner, Robin

Vu, Terri
Wang, Dean

- B. Cambridge Virtual Academy (CVA) Stipend, for the following individual(s), in the amount of \$6,000 per person: (General Funds)

Bean, Amanda
Green, David

- C. Doctorate Stipend, to be paid to the following individual(s) for an earned doctorate stipend, effective as noted:

Sidhu, Seema 7/20/20

- D. e-Prize Management Stipend, for the 2020-2021 year, for the following individuals, to be paid one time and not to exceed the total amount shown below per person. Effective immediately. (e-Prize Funds)

Chavez, Araceli	\$1,500
Counts, Jackie	\$2,000
Hernandez, Carlos J.	\$2,000

- E. Work Based Learning Coordinator (WBLC) Stipend, for the following individuals, for the 2020-21 school year, in the total amount of \$2,000, effective August 10, 2020. (LCFF Funds)

Blinoff-Mudd, Rachelle	Oxford Academy
Bradford, Karina	Loara High School
Criner, Wendy	Western High School
Dechene, John	Gilbert High School
Haaf, Erik	Kennedy High School
Hurtado, Osvaldo	Cypress High School
Johnson, Mandy	Anaheim High School
Keledjian, Jamie	Magnolia High School
Lundquist-Phaire, Lori	Savanna High School
Mounger, Lacie	Katella High School
Reall, Julieanne	Cambridge Virtual Academy

- F. Induction Mentor Stipend, to be paid to the following individuals to coach participating teachers for the 2020-21 school year, to be paid monthly in the amount of \$2,293 per participating teacher, effective August 10, 2020. All mentors will coach one teacher unless otherwise noted. (LCFF Funds)

Camarena, Jenni (2)	Fujimoto, Diana (2)
Cavanagh, James	Gallagher, Angela
Cohn, Leah (2)	Galvin, Sandra
Criner, Wendy	Garcia, Christine
Cruz, Alfred (2)	Gaudette, Rob
Estanislao, Trina	Goossens, Kristen
Falt, Lisa	Hernandez, Sergio (2)
Fried, Susan	Hill, Melanie

Human Resources Division, Certificated Personnel

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Johnson, Mandy	Shamrell, Kathleen
Keledjian, Jamie	Solorzano, Raquel
Kim, Jeff (2)	Solorzano, Raymond (2)
Lee, Jenny	Spykerman, Julie (2)
Loeper, Alison	Staton, Amy
MacCaskey, Jessica	Switzer, Michael (2)
Min, Susie	Turner, Robin
Olson, Tracy (2)	Wright, Christopher
Patino, Reuben (2)	Yett, Jessica
Serna, Margo	

- G. EL Program Coordinator Stipend, to be paid to the following individual(s) for the 2020-21 school year, in the amount of \$2,145, to be paid half at the end of each semester. (General Funds)

Stift, Ashley

4. Change of contract for the following personnel who have completed the additional units and/or years of experience to advance on the salary schedule, effective as noted:

	<u>From</u>	<u>To</u>	<u>Effective</u>
Abuhadwan, Mohammad	3 3	4 3	8/10/20
Ambriz, Aurora	3 1	3 3	8/21/20
Chavez, Rachelle	1 1	3 1	8/19/20
Coleman, Dionne	3 1	3 7	8/21/20
Drew, Deisree	1 1	4 1	8/13/20
Durbin Ryan, DeeAynn	4 1	4 2	8/12/20
Hodgson, Stephanie	4 1	4 6	8/10/20
Hoggatt, Kristine	1 1	4 7	8/10/20
Kazeroon, Bijan	1 1	4 1	8/10/20
Lauder, Douglas	1 1	3 7	8/10/20
Lee, You Jung	1 1	3 1	8/10/20
Mosier, Trey	1 1	2 1	8/10/20
Ocampo, Fidel	3 1	4 1	8/10/20
Preciado, Brenda	3 1	3 2	8/17/20
Sanchez, Xitlaly	1 1	3 2	8/10/20
Shehadeh, Ahmad	3 3	4 3	8/10/20
Srulevitch, Philip	1 1	3 1	8/10/20
Villegas, Adelaida	3 3	4 3	8/10/20
Wai, Jeremiah	1 1	4 7	8/17/20
Young, Angela	2 1	2 6	8/31/20
Zelaya, Kevin	1 1	3 1	8/10/20

5. **Volunteer Employee Aides, with coverage by Workers' Compensation Insurance**, effective as noted:

Alcantara, Cristian	8/26/20	Goodwin, Samantha	8/3/20
Berry, Castine	8/10/20	Guerrero, Jessica	8/27/20
Franco, Mikalina	8/3/20	Gutierrez, Alejandra	8/7/20
Garcia Sanchez, Elizabeth	8/20/20	Guzman, Frankie	7/27/20
Gomez, Rebeca	8/3/20	Hagen, Celeste	8/20/20
Gonzalez, Yolitzma	7/31/20	Huston Carico, Marissa	8/13/20

Human Resources Division, Certificated Personnel

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Jonke, Alexis	8/4/20	Pritchett, Stacy	8/24/20
Kim, Crystal	8/24/20	Ramirez, Sabrina	8/7/20
Lopez, Mayva	8/13/20	Rauch, Catherine	8/22/20
Mendiola, Jean Faye	8/24/20	Rivera, Brenda	9/3/20
Mendoza, Jaylene	8/25/20	Rodriguez, Stephanie	8/4/20
Millan, Yesenia	7/31/20	Rosas, Ashleigh	7/29/20
Miller, Raleen	8/18/20	Siordia, Marianna	7/28/20
Mohd, Fadia	8/31/20	Valencia, Kasey	8/31/20
Nava, Ana	8/26/20	Valencia Ruelas, Laura	9/2/20
Nguyen, Ivy	8/6/20	Vigil, Kimberly	8/1/20
Oringdereff, Darla	8/14/20	Villa, Elvia	8/20/20
Polk, Rachel	8/4/20	Young, Alexis	8/30/20
Prewitt, Tasha	8/15.20		

Human Resources Division, Classified Personnel

Board of Trustees
September 15, 2020

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1. Retirements/Resignations/Terminations, effective as noted:

	<u>Location:</u>	<u>Effective</u>
Adams, Angela Bus Driver	Transportation Department	09/11/2020
Avery, Marquis Instructional Assistant – Behavioral Support	Walker Jr. High School	09/03/2020
Choi, Hye Instructional Assistant – Behavioral Support	Savanna High School	08/10/2020
Conner, Donald Campus Safety Aide	Anaheim High School	09/08/2020
Cortes, Arturo Instructional Assistant – Specialized Academic Instruction	Anaheim High School	08/23/2019
Gastelo, Jasmine Instructional Assistant – Specialized Academic Instruction	Katella High School	09/04/2020
Kitchin, Michael Instructional Assistant – Specialized Academic Instruction	South Jr. High School	09/01/2020
Martinez, Lisa Food Service Assistant II	Savanna High School	05/21/2020
Osorio, Oscar Bus Driver	Transportation Department	09/11/2020
Osorio, Victor Bus Driver	Transportation Department	09/02/2020
Peterson, Ladonna Instructional Assistant – Special Abilities	Hope School	09/21/2020
Sotelo, Maria Food Service Assistant I	Katella High School	05/21/2020
Vergara, Emery Instructional Assistant – Specialized Academic Instruction	Ball Jr. High School	08/10/2020
Winter, Branden Instructional Assistant – Adult Transition	Loara High School	08/10/2020

Human Resources Division, Classified Personnel

Board of Trustees
September 15, 2020

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2. Employment, effective as noted:

	<u>Range/Step:</u>	<u>Effective:</u>
Permanent Employees:		
Araujo, Susana Family and Community Engagement Specialist	56/04	08/24/2020
Crocitto, Matthew Instructional Assistant – Behavioral Support (Reinstatement)	51/04	09/01/2020
Sorensen, Dane Instructional Assistant – Behavioral Support (Reinstatement)	51/06	09/01/2020
Vasquez, Melia Instructional Assistant – Adult Transition (Reinstatement)	51/06	09/01/2020
Promotions:		
Guillen, Heather Licensed Vocational Nurse	55/05	08/03/2020
Torres, Sandra Buyer	63/03	07/20/2020
Substitute Employees:		
Garcia-Jennings, Laura Substitute Licensed Vocational Nurse	55/01	08/13/2020
Gunawan, Sheryl Substitute Licensed Vocational Nurse	55/01	08/11/2020

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, July 16, 2020

UNADOPTED

1. CALL TO ORDER—ROLL CALL

Board President Randle-Trejo called the regular meeting of the Anaheim Union High School District Board of Trustees to order at 8:23 a.m.

Present: Annemarie Randle-Trejo, president; Katherine H. Smith, clerk; Anna L. Piercy, assistant clerk; Al Jabbar and Brian O'Neal, members; Michael B. Matsuda, superintendent; Jaron Fried, Ed.D., Brad Jackson, and Jennifer Root, Ed.D., assistant superintendents; and Karl H. Widell, District counsel.

2. ADOPTION OF AGENDA

Staff requested the following amendments to the agenda:

- Page 2 of the agenda, pull closed session items 4.2 and 4.7.
- Page 4 of the agenda, Item 10.1, replace page to reflect the change from a blended instructional model to a full virtual/distance learning model.
- Exhibit A, page 2, replace page to reflect the change from Option 1 (blended instructional model) to Option 2 (full virtual/distance learning).
- Page 10 of the agenda, Item 10.11, change in the funding source from ESSER to Learning Loss Mitigation Funds.
- Page 25 of the agenda, Item 14.1, change in meeting time to 4:00 p.m. for the August 13 Board meeting.
- Exhibit S, replace page 2 to include insurance language under Section 6 and page 4 to include signature.
- Exhibit UU, replace pages 2 and 3 to include Probationary and Temporary Counselors, as well as to correct the effective date for Emily Edson to 8/10/20.

On the motion of Trustee O'Neal, duly seconded and unanimously carried, following discussion, the Board of Trustees adopted the amended agenda. The roll call vote follows.

Ayes: Trustees O'Neal, Jabbar, Piercy, Smith, and Randle-Trejo

3. PUBLIC COMMENTS, CLOSED SESSION ITEMS

There were no requests to speak.

4. CLOSED SESSION

The Board of Trustees entered closed session at 8:26 a.m.

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

5.1 Reconvene Meeting

The Board of Trustees reconvened into open session at 10:06 a.m.

5.2 Pledge of Allegiance and Moment of Silence

Trustee Brian O'Neal led the Pledge of Allegiance to the Flag of the United States of America and provided a moment of silence.

5.3 Closed Session Report

Board Clerk Smith reported the following actions taken during closed session.

- 5.3.1 No reportable action taken regarding public employee performance evaluation, superintendent.
- 5.3.2 This item was pulled prior to the adoption of the agenda.
- 5.3.3 No reportable action taken regarding negotiations.
- 5.3.4 No reportable action taken regarding personnel.
- 5.3.5 The Board of Trustees unanimously voted to suspend, without pay for 1 day, employee HR-2020-21-01.
- 5.3.6 No reportable action taken regarding personnel.
- 5.3.7 This item was pulled prior to the adoption of the agenda.
- 5.3.8 The Board of Trustees unanimously voted to make the following appointments:
 - Claudia Ruiz, Assistant Principal, Orangeview Junior High School
 - Lorena Stout, Assistant Principal, Magnolia High School

Claudia Ruiz, newly appointed assistant principal, expressed she is honored to be appointed and is looking forward to the start of the school year.

Lorena Stout, newly appointed assistant principal, thanked Cabinet and the Superintendent for the opportunity.

6. INTRODUCTION OF GUESTS

The Board of Trustees recognized our community stakeholders for their interest in the Anaheim Union High School District and for attending our Board meeting. Thank you for your participation and contribution as we create an educational environment that graduates socially aware, civic-minded students who are college and career ready with unlimited opportunities for the 21st century.

In addition, Board of Trustees' President Randle-Trejo introduced Grant Schuster, ASTA president; Brian Bannon and Cory Kretz, APGA co-presidents; as well as Hilda Vasquez, ALTA president.

PRESENTATION

9.2 School Dismissal and Distance Learning

Background Information:

On March 13, 2020, the Board of Trustees unanimously passed and adopted Resolution No. 2019/20-BOT-02, declaring a local emergency due to the outbreak and spread of the novel coronavirus (COVID-19). In recognition of the existing emergency, the Board of Trustees unanimously authorized the District to close physical school sites for students through March 27, 2020, which was extended through the end of the school year on April 9, 2020, by unanimous adoption of Resolution No. 2019/20-BOT-03. Since March 13, 2020, District administrators, faculty, and staff have been developing and implementing a program of distance learning to ensure the continued education of AUHSD students during the period of school dismissal resulting from COVID-19. District staff has also worked to meet the needs of the community in other ways, including distribution of meals and technology, among other things.

Current Consideration:

District staff members provided an update on the District's efforts in response to school dismissal and distance learning resulting from the COVID-19 pandemic.

Budget Implication:

There is no impact to the budget.

Action:

Although this was an information item only, requiring no formal action by the Board of Trustees, the Board officially received the information.

7. REPORTS

7.1 Reports of Associations

Grant Schuster, ASTA president, reported that teachers have been planning for all possible situations for this upcoming year. Additionally, he introduced Hiba Taylor, District teacher. Hiba Taylor presented on the planning and efforts that the Opening of School Task Force has been working on, as well as the needs of teachers and students.

Cory Kretz, APGA co-president, highlighted the great work that the counselors have been doing by advocating and supporting students, staff, and parents.

Adrian Prieto, AFSCME president, thanked the Board for their efforts and allowing employees to work in a safe environment.

Hilda Vasquez, ALTA president, reported that partnerships have been made throughout the community in order to help families with any needs that might arise. Additionally, she reported that risk assessments have been conducted at all school sites.

7.2 Parent Teacher Student Association (PTSA) Reports

There was no report.

8. PUBLIC COMMENTS, OPEN SESSION ITEMS

- 8.1 Randy Hyunh, District student, gave his opinion on why Ethnic Studies should be a requirement for all AUHSD schools.
- 8.2 Martha Aguirre, community member, stated that Ethnic Studies should be a requirement for high school students, given that the District serves a majority of students of color and underrepresented students.
- 8.3 Angelina Abano, community member and Oxford Academy alumni, recounted her experience while attending Oxford Academy and expressed that including Ethnic Studies in the AUHSD curriculum would give way towards more worldly and empathetic students.
- 8.4 Julianna Phan, Oxford Academy alumni, stated that having an Ethnic Studies graduation requirement could change the mindset of student body by allowing all students to have an in-depth education and understanding about race and the role it plays in democracy.
- 8.5 Dan Tran, Oxford Academy alumni, spoke of the need to educate students about living in a diverse world and explained why having Ethnic Studies as a graduation requirement would help students learn about the history of marginalized communities.
- 8.6 Anh Ha, Oxford Academy student, requested that Ethnic Studies be a graduation requirement, as well as voiced she has gained more knowledge about communities while taking a Chicano Studies course, which is a topic that has not been discussed while attending Oxford Academy.
- 8.7 An Oxford Academy alumni expressed that it is extremely important that Ethnic Studies is a requirement for graduation, so that students learn the true narratives in order to feel represented.
- 8.8 Amreen Kaur, community member, spoke about the petition calling for AUHSD to adopt an Ethnic Studies graduation requirement, which could help improve academic achievement and increase student engagement.
- 8.9 Yunnie Kim, District student, asked the Board to consider adding Ethnic Studies to the curriculum stating that by doing so students would feel valued, represented, and proud of their ancestry.
- 8.10 Gurneet Kaur, District student, spoke in favor of making Ethnic Studies a graduation requirement and stated that this change would help all students learn and understand various cultures.
- 8.11 Ashley Bui, District student, spoke in favor of having an Ethnic Studies course requirement stating she is more knowledgeable and has felt more empowered after taking a course that deals with different ethnic backgrounds.

9. PRESENTATION

9.1 *45-Day State Budget Revision*Background Information:

On June 30, 2020, Governor Newsom signed the 2020-21 California State Budget. This budget contained significant changes from the Governor's May Revision Budget, which was

used to prepare the AUHSD Proposed Budget for 2020-21. Education Code 42127 states that (h) Not later than 45 days after the Governor signs the annual Budget Act, the school district shall make available for public review any revisions in revenues and expenditures that it has made to its budget to reflect the funding made available by that Budget Act.

Current Consideration:

Business Services staff presented the 45-Day State Budget Revision.

Budget Implication:

There is no impact to the budget.

Action:

Although this was an information item, requiring no formal action by the Board of Trustees, the Board of Trustees received the information.

9.2 This item was pulled forward and placed after item 6.0.

10. ITEMS OF BUSINESS

RESOLUTIONS

PUBLIC COMMENTS FOR ITEM 10.1

Daniel Khang, community member, spoke in favor of a full virtual/distance learning model.

Joe Konoske, District parent, relayed his concerns about in-person learning and asked the Board to continue with a full virtual/distance learning model, until it is safe for student to return to school.

Jennifer Morales, District parent, expressed her opposition in reopening school for in-person instruction.

Ryan Clock, District parent, asked the Board to please vote in favor of a full virtual/distance learning model.

Hannah, District student, relayed her concerns in regards to reopening schools with in-person instruction and advocated for a virtual/distance learning model.

Amreen Kaur, community member, detailed why in-person instruction should not be in place for the coming school year, as it poses a risk to students and staff members.

Ella Camarena, District student, voiced her opposition and concerns for in-person instruction.

Cecilia Hinojosa, community member, thanked the Superintendent, teachers, and staff for their leadership and great work with distance learning.

Allison Le, District teacher, spoke in favor of a full virtual/distance learning model stating even though online learning is not perfect, the safety of students should be priority.

Stephanie Wade, community member, asked the Board to make a decision to continue with a full distance learning model based not only on science and data, but also on morals and

ethics. She also stated that the District should provide assistance to those families that may not have all the tools necessary to navigate this situation.

10.1 Resolution No. 2020/21-BOT-02, Reopening of Schools for the 2020-21 Year

Background Information:

On March 13, 2020, the Board of Trustees passed and adopted a resolution declaring a local emergency due to the outbreak and spread of the novel coronavirus (COVID-19). In recognition of the existing emergency, the Board of Trustees authorized the District to close physical school sites for students through March 27, 2020, which was later extended through the end of the school year. Since March 13, 2020, District administrators, faculty, and staff have been developing and implementing a program of distance learning to ensure the continued education of AUHSD students during the period of school dismissal resulting from COVID-19.

Current Consideration:

In contemplation of the reopening of schools at the beginning of the 2020-21 school year, the District began convening an Opening of Schools Task Force (OSTF) on April 23, 2020, which formulated three options for opening the District's schools: a blended instructional model, a full virtual/distance learning instructional model, and a full in-person instructional model. Although the initial recommendation discussed at the July 2, 2020 special meeting of the Board was to pursue a blended instructional model, based on the totality of the circumstances known at this time, the Resolution would determine that a full virtual/distance learning instructional model is the appropriate mechanism for reopening the District's schools at the beginning of the 2020-21 school year, and would adopt and approve the proposed full virtual/distance learning instructional model for the reopening of District schools.

Budget Implication:

There is no impact to the budget.

Action:

On the motion of Trustee Piercy and duly seconded, following discussion, the Board of Trustees adopted Resolution No. 2020/21-BOT-02, as amended prior to the adoption of the agenda. The roll call vote follows.

Ayes: Trustees O'Neal, Jabbar, Piercy, Smith, and Randle-Trejo

10.2 Resolution No. 2020/21-F-01, State Allocation Board and School Facility Program Beyond Bond Authority Acknowledgment

Background Information:

California school districts have the potential of realizing significant state funding contributions under the School Facility Program, which is administered by the Office of Public School Construction (OPSC) and the State Allocation Board (SAB). The District has adopted a Facilities Master Plan, which includes projects funded with the proceeds of a General Obligation Bond and other funds. The District is interested in leveraging its funds by seeking eligibility for modernization and new construction, under the School Facility Program.

Current Consideration:

The District intends to file applications for eligibility determination and funding for projects that have received Division of the State Architect approval. The School Facility Program is

currently exhausted of funding; however, in anticipation of the future passing of a new state bond, OPSC and the SAB cautiously continue to accept applications for state funding. Applications approved by the SAB are placed in the "Applications Received Beyond Bond Authority List."

Pursuant to Title 2, Code of California Regulations, Section 1859.95.1, OPSC and the SAB require that the governing board of a school district adopts the resolution as part of a project's application submittal. The resolution applies to the following project.

- Anaheim High School-Fire Alarm System Upgrade

Budget Implication:

There is no impact to the budget.

Action:

On the motion of Trustee Piercy and duly seconded, the Board of Trustees adopted Resolution No. 2020/21-F-01. The roll call vote follows.

Ayes: Trustees O'Neal, Jabbar, Piercy, Smith, and Randle-Trejo

10.3 Resolution No. 2020/21-F-02, Approval of Notice of Exemption for the Anaheim High School Fire Alarm Upgrade

Background Information:

On July 10, 2014, the Board of Trustees approved the District's Facilities Master Plan (FMP), which provides a roadmap for the future improvement and development of the District's facilities over the next ten years. Capital improvements at Anaheim High School are identified in the approved FMP. The Anaheim High School Fire Alarm Upgrade Project (Project) is consistent with the intent of the approved FMP.

The scope of work of the Project consists of the replacement of the fire alarm system throughout the school.

Current Consideration:

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

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

Budget Implication:

There is no impact to the budget.

Action:

On the motion of Trustee Jabbar and duly seconded, the Board of Trustees adopted Resolution No. 2020/21-F-02, approving the NOE for the Project, and directed that the NOE be filed with the Orange County Clerk-Recorder. The roll call vote follows.

Ayes: Trustees O’Neal, Jabbar, Piercy, Smith, and Randle-Trejo

10.4 Resolution No. 2020/21-F-03, Approval of Notice of Exemption for the Magnolia High School Site Improvement Project

Background Information:

On July 10, 2014, the Board of Trustees approved the District’s Facilities Master Plan (FMP), which provides a roadmap for the future improvement and development of the District’s facilities over the next ten years. Capital improvements at Magnolia High School are identified in the approved FMP. The Magnolia High School Site Improvement Project (Project) is consistent with the intent of the approved FMP.

The scope of work of the Project consists of: (1) Reconstruction and reconfiguration of the existing fire access road and rear parking lot to improve vehicular circulation and emergency service; (2) Site improvements to address ADA path of travel issues throughout the site, hardscape deficiencies, safety, and accessibility issues in the quad; (3) Site improvements to address drainage issues; (4) Installation of security fencing and gates; (5) Installation of drought tolerant landscaping and water efficient irrigation system; (6) Upgrade of site utilities; (7) Reconstruction of tennis courts; (8) Installation of surveillance cameras and exterior lighting; (9) Installation of shade structures; and (10) Modernization of restrooms.

Current Consideration:

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

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

Budget Implication:

There is no impact to the budget.

Action:

On the motion of Trustee Piercy and duly seconded, following discussion, the Board of Trustees adopted Resolution No. 2020/21-F-03, approving the NOE for the Project, and directed that the NOE be filed with the Orange County Clerk-Recorder. The roll call vote follows.

Ayes: Trustees O’Neal, Jabbar, Piercy, Smith, and Randle-Trejo

BUSINESS SERVICES

10.5 Board Policy, Multiple Policies, Second ReadingBackground Information:

In 2018-19, the Business Services Division began the process of revising and updating many of the Board policies due to the requirements of Universal Grant Guidance. Policies were updated using the policies developed by the California School Boards Association (CSBA). Since these initial revisions, the Division has begun reviewing all of the policies completed by CSBA to serve as revisions, replacements, or additions to current AUHSD policies.

Current Consideration:

The Business Division has submitted the following policies for review and/or approval:

- 10.5.1 Revised Board Policy 5201 (7310), Naming of Facility
- 10.5.2 New Board Policy 5021 (7110), Facilities Master Plan
- 10.5.3 New Board Policy 5306 (7111), Evaluating Existing Buildings
- 10.5.4 New Board Policy 9203.01.02 (7131), Relations with Local Agencies
- 10.5.5 New Board Policy 5022 (7140), Architectural and Engineering Services
- 10.5.6 New Board Policy 5023 (7150), Site Selection and Development
- 10.5.7 New Board Policy 5025 (7160), Charter School Facilities
- 10.5.8 New Board Policy 5027 (7210), Facilities Financing
- 10.5.9 New Board Policy 5028 (7211), Developer Fees
- 10.5.10 New Board Policy 5030 (7213), School Facilities Improvement Districts
- 10.5.11 New Board Policy 5032 (7214), General Obligation Bonds

Budget Implication:

There is no impact to the budget.

Action:

On the motion of Trustee O'Neal, duly seconded and unanimously carried, the Board of Trustees reviewed and approved the policies listed above. The roll call vote follows.

Ayes: Trustees O'Neal, Jabbar, Piercy, Smith, and Randle-Trejo

10.6 Rejection of Liability ClaimBackground Information:

The District received a liability claim that was filed on July 1, 2020, and identified as AUHSD 20-08 (Tort 413).

Current Consideration:

After review, staff determined that the claim was not a proper charge against the District.

Budget Implication:

There is no impact to the budget.

Action:

On the motion of Trustee O'Neal, duly seconded and unanimously carried, the Board of Trustees rejected liability claim AUHSD 20-08 (Tort 413) as not a proper charge against the District and authorized staff to send the notice of rejection. The roll call vote follows.

Ayes: Trustees O’Neal, Jabbar, Piercy, Smith, and Randle-Trejo

10.7 Interagency Agreement, Anaheim Academy dba Vibrant Minds Charter School

Background Information:

Vibrant Minds Charter School (formerly known as Goals Academy Charter School) asked the Food Services Department to become their School Food Authority in order to meet the State meal mandate passed in 1975. The mandate requires school districts, including charter schools, provide nutritious meals for all enrolled students. Vibrant Minds Charter School does not have adequate facilities to provide meal service to their students.

Current Consideration:

This one-year agreement to provide meals to Vibrant Minds Charter School generates revenue from meals served and provides a community service. Services will be provided August 10, 2020, through June 30, 2021.

Budget Implication:

This agreement generates revenue from meals served. (Cafeteria Funds)

Action:

On the motion of Trustee Piercy, duly seconded and unanimously carried, the Board of Trustees approved the agreement with Anaheim Academy dba Vibrant Charter School. The roll call vote follows.

Ayes: Trustees O’Neal, Jabbar, Piercy, Smith, and Randle-Trejo

EDUCATIONAL SERVICES

10.8 Memorandum of Understanding (MOU) Template, Mobile COVID-19 Testing

Background Information:

Recently, District leaders have begun collaboration with the Orange County Health Care Agency (OCHCA), Latino Health Access (LHA), and the University of California Irvine’s Program in Public Health along with other school districts in Anaheim and Santa Ana. The county has approved funds to support the identified zip codes in Orange County with high rates of spread of the novel coronavirus (COVID-19). Unfortunately, Anaheim has three of the highest zip codes in Orange County: 92805, 92806, and 92804. These are considered “HotSpot” zip codes. In collaboration with the above organizations, we have come to alignment around a general action plan to address the “HotSpot” zip codes. The action plan includes three parts: (1) Education Prevention including how to prevent COVID-19 spread; (2) Call Centers designed for local organizations to provide support and resources; and (3) COVID-19 Testing and Contact Tracing in our local community.

Current Consideration:

One of our immediate tasks is to increase testing availability for our community members struggling to find available, no-cost test centers near their home. OCHCA is funding Mobile Testing Clinics, which will be identified by LHA and linked to the District. For purposes of allowing Mobile Testing Clinics to operate on District sites (specifically school site parking lots), staff recommends adoption of a template Memorandum of Understanding to be used for facility use between the District and the various Mobile Testing Clinics.

Budget Implication:

There is no impact to the budget.

Action:

On the motion of Trustee Jabbar, duly seconded and unanimously carried, following discussion, the Board of Trustees approved the MOU template. The roll call vote follows.

Ayes: Trustees O'Neal, Jabbar, Piercy, Smith, and Randle-Trejo

10.9 Memorandum of Understanding (MOU), International Korean Educators Network (IKEN)

Background Information:

The International Korean Educators Network (IKEN) takes an active role in supporting educators of Korean language and culture in different types of schools such as Korean Dual Language Program, Korean language classes, and Korean community language schools. IKEN has supported the District Korean World Language program with donations to Oxford Academy, Kennedy High School, and Walker Junior High School.

Current Consideration:

This MOU is made and entered to express the mutual understanding between IKEN and the District, which will make available the Korean Online (elearning) Course to students, including Cambridge Virtual Academy (CVA). IKEN shall provide up to \$30,000 to support the Korean Program. The funds shall be used only for the Korean Program's instructional or cultural activities including textbooks and instructional materials. Services will be provided August 1, 2020, through August 1, 2023. The MOU will be signed following Board approval.

Budget Implication:

There is no impact to the budget.

Action:

On the motion of Trustee Jabbar, duly seconded and unanimously carried, the Board of Trustees approved the MOU. The roll call vote follows.

Ayes: Trustees O'Neal, Jabbar, Piercy, Smith, and Randle-Trejo

10.10 Memorandum of Understanding (MOU), Cypress College

Background Information:

Cypress College received a California CCAP STEM Pathways Academy Grant in the field of Cybersecurity and Computer Science to help high need students in the District access unprecedented career opportunities. According to the 2018 (ISC)² Cybersecurity Workforce Study, the workforce gap for cybersecurity professionals has dramatically widened creating a shortage of three million employees globally and 498,000 in North America alone. Cypress College has provided tutoring and mentorship resources, dual enrollment classes focused on cybersecurity, afterschool, and Saturday Academy enrichment activities, as well as provided District students the opportunity to access high-paying cybersecurity technician careers while in high school and after college.

Current Consideration:

Magnolia Cybersecurity Institute (MCI) at Magnolia High School is the premier cybersecurity pathway in the region. Magnolia High School students benefit from the California CCAP STEM Pathways Academy Grant through Cypress College. Cypress College has agreed to reimburse the District for one section, providing a release period for a teacher to coordinate the Magnolia Cybersecurity Institute Pathway. This teacher will support the implementation of the new grant and expansion of dual enrollment courses offered through Cypress College.

Budget Implication:

There is no impact to the budget. Cypress College will reimburse the District \$20,237.

Action:

On the motion of Trustee Piercy, duly seconded and unanimously carried, the Board of Trustees approved the agreement, as amended prior to the adoption of the agenda. The roll call vote follows.

Ayes: Trustees O'Neal, Jabbar, Piercy, Smith, and Randle-Trejo

10.11 Agreement, ExploreLearning, LLC dba GizmosBackground Information:

ExploreLearning is part of the Cambium Learning Group, a leading educational solutions and services company committed to helping all students reach their full potential. ExploreLearning has three online programs: Gizmos, Reflex and Science4Us. All three online programs support engaging and effective instructional strategies to K-12 classrooms around the world. During the 2019-20 year, the District piloted Gizmos across school sites through a grant. Over 200 teachers and over 4,000 students participated in the pilot across both junior high and high schools. This included professional learning for teachers throughout the pilot year.

Current Consideration:

The District would like to partner with ExploreLearning to purchase a District license, which allows the Gizmos program to be accessed by all students and teachers across all school sites. Services will be provided July 19, 2020, through July 18, 2023.

Budget Implication:

The total amount of the expenditures is not to exceed \$199,665 for three years. (Learning Loss Mitigation Funds)

Action:

On the motion of Trustee Piercy, duly seconded and unanimously carried, following discussion, the Board of Trustees approved the agreement, as amended prior to the adoption of the agenda. The roll call vote follows.

Ayes: Trustees O'Neal, Jabbar, Piercy, Smith, and Randle-Trejo

11. CONSENT CALENDAR

On the motion of Trustee O'Neal, duly seconded and unanimously carried, following discussion, the Board of Trustees approved all consent calendar items, with the exception of items 11.13, Exhibit BB, pulled by Trustee O'Neal. The roll call vote follows.

Ayes: Trustees O'Neal, Jabbar, Piercy, Smith, and Randle-Trejo

BUSINESS SERVICES

11.1 Agreement Amendment #2, Human Resources Application, Implementation, and Software Support Service

Background Information:

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

Current Consideration:

The agreement amendment provides for professional services to the District for the implementation of the Human Resources Application, including ongoing training services for present and future employees, future software enhancements, as well as support services July 1, 2020, through June 30, 2021. The agreement amendment extends services for an additional year.

Budget Implication:

The total cost is not to exceed \$75,000, which is a decrease in cost from the 2019-20 agreement of \$5,028. (General Funds)

Action:

The Board of Trustees ratified the amendment to the agreement.

11.2 *Agreement, Business-Plus System Support, Implementation, and Software Support Service*

Background Information:

The District currently has an agreement with the Orange County Superintendent of Schools to provide annual software support services for the Business-Plus System Support software. The Business-Plus System Support covers basic financial/budget, school site finance, stores inventory, and a fixed asset system.

Current Consideration:

The agreement allows for an annual evaluation of support service charges for possible upward or downward adjustments based on the Orange County Superintendent of Schools' actual costs to support Business-Plus System Support software from July 1, 2020, through June 30, 2021, renewable annually for up to four years by the District's assistant superintendent, Business in accordance with the notification period outlined in the agreement.

Budget Implication:

Services are to be provided at a cost not to exceed \$100,000 annually. (General Funds)

Action:

The Board of Trustees ratified the agreement.

11.3 *Amendment, Design-Build Agreement, Trane U.S. Inc., dba Trane HVAC/EMS Design-Build Services, RFP #2019-31*

Background Information:

Staff is using the Design-Build (DB) delivery method to procure design and construction for Anaheim and Katella high schools, Hope School, and Gilbert West facility HVAC/EMS upgrades. Education Code Section 17250.2 et. al. is the DB provision, which allows districts to utilize this type of delivery method. Proposition 39 funding is being used for the replacement of aging heating, ventilation, and air conditioning (HVAC) equipment with new energy efficient units and an energy management system (EMS).

Current Consideration:

The District issued RFP #2019-31 inviting contractors to submit qualifications and proposals to perform the work associated with the project. After the review of the submitted qualifications and proposals, as well as interviews of shortlisted firms, staff recommended to the Board of Trustees the selection of Trane U.S., Inc. (Trane) as the DB contractor. On July 11, 2019, the Board of Trustees ratified the DB agreement with Trane for this project.

Design and construction of the projects have proceeded satisfactorily. Staff has identified another site that is in great need of updated equipment. Kennedy High School has old HVAC equipment that is resulting in increased repair and utility costs. Staff has negotiated the DB agreement, which includes the guaranteed maximum price (GMP) and contingencies, pursuant to the terms indicated in the forms of the DB contract documents previously approved by the Board. The DB agreement shall be amended to include the expanded scope of work at Kennedy High School, and deletion of the scope of work at Gilbert West, which is of a lower priority.

Budget Implication:

The current GMP, associated contingencies and allowances for the original work is \$3,148,213. The DB agreement's GMP will be amended by \$227,988 to incorporate the expanded scope of work. The total project cost for the amended GMP including contingencies and allowances will not exceed \$3,376,201. The amendment will extend the agreement through September 30, 2020. (Proposition 39 Funds and/or Routine Restricted Maintenance Funds)

Action:

The Board of Trustees approved the amendment to the DB agreement with Trane for the HVAC/EMS Design-Build Services.

11.4 Award of Bids

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

<u>Bid#</u>	<u>Service</u>	<u>Award</u>	<u>Amount</u>
2020-14	Magnolia High School Site Improvement Project (Measure H Funds and/or other funds as necessary)	The Nazerian Group	\$10,614,123
2020-18	Orangeview Junior High School New Marquee Installation (Measure H Funds)	JM & J Contractors	\$97,690
2020-19	Anaheim High School (COP Funds)	Giannelli Electric, Inc.	\$1,252,692

Action:

The Board of Trustees awarded Bids No. 2020-14, 2020-18, and 2020-19.

11.5 Ratification of Change Order

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

Bid #2020-01, Kennedy High School	P.O. #N64A0118
Relocatable Buildings Project (Developer Fees)	
JM & J Contractors	
Original Contract	\$584,389
Change Order #1	\$0
New Contract Value	\$584,389

Action:

The Board of Trustees ratified the change order as listed.

11.6 Notice of Completion

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

Bid #2020-01, Kennedy High School	P.O. #N64A0118
Relocatable Buildings Project (Developer Fees)	
JM & J Contractors	
Original Contract	\$584,389
Contract Changes	\$0
Total Amount Paid	\$584,389

Action:

The Board of Trustees authorized the assistant superintendent, Business to accept Bid No. 2020-01 as complete and authorized the filing of the notice of completion with the Office of the County Recorder.

11.7 Piggyback Bids, Purchase Through Public Corporation or AgencyBackground Information:

Per Public Contract Code (PCC) 20118, a district may acquire various materials, supplies, and equipment by utilizing an existing contract of another public entity, which is commonly known as piggybacking. By piggybacking onto other public agencies existing bids, our district can take advantage of lower costs through economy-of-scale, and also avoid the time and expense of the public bid process, while keeping the District within legal requirements.

Current Consideration:

Due to current supply chain issues, the District is unable to obtain timely delivery of all computer equipment requirements from its primary contracted vendor. Based on current market conditions, our primary contracted vendor estimates a December timeframe for the arrival of equipment. CDW Government LLC has access to a sufficient number of Chromebooks in their supply chain to be able to deliver the devices in the August timeframe.

At this time, staff has analyzed purchasing options for technology, peripherals, and related items for current distance learning requirements. It has been determined that the following bid can be utilized to acquire these products at their best value: Irvine Unified School District-Bid-19/20-01 IT Authorization to Award Contract for the purchase of technology equipment, peripherals, and related items to CDW Government LLC. Special pricing has been established for K-12 institutions in Orange County.

The use of the piggybackable contract is not exclusive and the District can purchase similar products from other suppliers as needed.

Budget Implication:

The amount is not to exceed \$650,000. (ESSER Funds)

Action:

The Board of Trustees ratified the use of the piggybackable contract for the purchase of technology, peripherals, and related items.

11.8 *Piggyback Contract for Data Communications Hardware, Software, and Related Services*

Background Information:

The District has been using Hewlett Packard products over the years and the Education and Information Technology Department has established Hewlett Packard products as the District standard because of their high quality, as well as their reliable service.

The District will purchase servers, data storage equipment, data communications hardware, software, and related services from Hewlett Packard Enterprise Company, pursuant to the provisions of Public Contract Code Sections 10298, 10299, and 12100 et seq. utilizing the Utah National Association of State Procurement Officials (NASPO) ValuePoint Master Agreement AR3288 for data communications hardware, software, and related services. This includes networking, routers, switches, security, storage, as well as related items and services. This contract was awarded by the State of Utah with NASPO and approved for use by the State of California Department of General Services (DGS) through California Participating Addendum 7-20-70-47-04.

Current Consideration:

NASPO is an alliance consisting of many states throughout the United States that provides its members with better purchasing power and discounted prices. The contract is a "direct from the manufacturer" purchase, based on volume-discounted prices, where orders can be placed through an approved servicing contractor (authorized reseller). The volume is being pooled with other members of the NASPO alliance to obtain the lowest prices. Utah was the state that took the lead on AR3288 and processed bids that resulted in an award of contracts to Hewlett Packard Enterprise Company. The District has been purchasing directly from Hewlett Packard and Sehi Computer Products, Inc., an approved servicing contractor (authorized reseller).

This agreement will allow staff to make purchases through September 30, 2024, on California Participating Addendum 7-20-70-47-04.

Budget Implication:

This agreement is intended to provide a buying vehicle for the purchase of networking, routers, switches, security, storage, as well as related items and services to meet the information technology needs of students, faculty, and the District's business applications on an as needed basis. The total amount of the award is not to exceed \$500,000 per fiscal year. (Various Funds)

Action:

The Board of Trustees approved the use of the contract, including networking, routers, switches, security, storage, and related items and services utilizing Utah NASPO ValuePoint Master Agreement AR3288, approved for use by the State of California's DGS through the

California Participating Addendum 7-20-70-47-04 to Hewlett Packard Enterprise Company, directly or to a State Approved Authorized Reseller Sehi Computer Products, Inc.

11.9 Consulting Agreement Amendment, Gallagher Benefit Services, Inc.

Background Information:

The District has been associated with Gallagher Benefit Services, Inc., the District's health benefits consultant, since 2006. The consulting agreement with Gallagher Benefit Services, Inc., and the consulting fees for administering the District's health benefit insurance plans, was approved at the June 20, 2019, Board meeting.

Current Consideration:

The District currently has a consulting agreement with Gallagher. This agreement, effective July 1, 2019, outlined an increase to the annual fee of \$157,400, effective July 1, 2020. Due to public schools funding concerns, because of the State's economy, Gallagher has submitted an amendment to forego the annual increase, and maintain the same annual fee for the 2020-21 fiscal year.

Budget Implication:

There is a savings of \$4,643 for the 2020-2021 fiscal year.

Action:

The Board of Trustees ratified the agreement amendment.

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

Background Information:

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

Current Consideration:

The insurance programs allow students who do not have health care coverage to participate in athletics, and provide a supplement to a parent or guardian's private insurance for both athletes and other students. The student accident and health insurance programs are underwritten by CHUBB/Ace American Insurance Company and administered by Myers-Stevens & Toohey & Co., Inc. The 2020-21 insurance program costs are paid by parents or guardians who elect to obtain this voluntary coverage. The 2020-21 insurance program rates, which are the same as the 2019-20 insurance program rates, are as follows.

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

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

Budget Implication:

There is no impact to the budget.

Action:

The Board of Trustees approved the programs.

11.11 Agreement, Transportation

Background Information:

In the past years, the Board of Trustees has approved an agreement to provide transportation services to the Greater Anaheim SELPA.

Current Consideration:

It is in the best interest of the District to provide transportation to this group. The agreements will be in effect July 1, 2020, through June 30, 2021.

Budget Implication:

The transportation agreements provides for a net revenue to the District, which assists to offset the transportation contribution from the General Fund.

Action:

The Board of Trustees ratified the agreement.

11.12 Donations

Action:

The Board of Trustees accepted the donations as submitted.

On the motion of Trustee Piercy and duly seconded, following discussion, the Board of Trustees ratified items 11.13, Exhibit BB, with the following roll call vote.

Ayes: Trustees Jabbar, Piercy, Smith, and Randle-Trejo

Abstain: Trustee O'Neal

11.13 Purchase Order Detail Report and Change Orders

Action:

The Board of Trustees ratified the reports June 8, 2020, through July 6, 2020.

11.14 Check Register/Warrants Report

Action:

The Board of Trustees ratified the report June 8, 2020, through July 6, 2020.

11.15 SUPPLEMENTAL INFORMATION

11.15.1 ASB Fund, April 2020

11.15.2 Cafeteria Fund, April 2020

EDUCATIONAL SERVICES

11.16 Educational Consulting Agreement, Language Network, Inc.Background Information:

The English Learner and Multilingual Services Department provides translation and interpretation services in the languages in highest demand in the district. There are many families, however, who speak languages that the Anaheim Union High School District is not able to support. These families require periodic translation and/or interpretation services in many different languages, to assist with health, safety, and mandated educational issues.

Current Consideration:

The Language Network provided translation and interpretation services in the 2019-20 year in Farsi, Hindi, Urdu, Tagalog, Punjabi, and Bengali, as well as Mandarin Chinese. These services included parent interpretation support in meetings, and the translation of written documents, primarily for Individualized Education Plan (IEP) meetings. It is projected that this demand will continue to increase in the 2020-21 year. Services will be provided August 1, 2020, through July 31, 2021.

Budget Implication:

The total cost for these as-needed services is not to exceed \$35,000. (LCFF Funds)

Action:

The Board of Trustees approved the educational consulting agreement.

11.17 Memorandum of Understanding (MOU), Big Brothers Big Sisters of Orange County (BBBSOC), Workplace Mentoring, Bigs with Badges, and High School BigsBackground Information:

During the 2014-15 year, the District, in partnership with the City of Anaheim's Mayor's office, developed Anaheim Innovative Mentoring Experience (AIME), a tiered mentorship program with selected high school students and local businesses. This tiered mentoring approach provides businesses with several options for mentoring District students. Big Brothers Big Sisters of Orange County (BBBSOC) partnership assists AIME in providing tier-two mentoring in a one-on-one approach through the Workplace Mentoring Program (formerly called Anaheim Beyond School Walls), Bigs with Badges Program, and High School Bigs Program. BBBSOC has extensive experience pairing youth with adult mentors, and high school students with elementary youth through their workplace mentoring programs. BBBSOC has a mentoring screening, selection, and training process, as well as mentoring curriculum and activities.

Current Consideration:

The District will renew its partnership with BBBSOC to assist in the implementation of the tiered Anaheim Innovative Mentoring Experience (AIME) mentoring program. The Bigs with Badges Program will continue to connect high school students facing adversity with a positive role model at a local law enforcement agency, and the High School Bigs Program will continue providing volunteer opportunities to students in the District partner school(s) including Anaheim, Cypress, Katella, Kennedy, Savanna, and Western high schools, as well as Oxford Academy. BBBSOC has extensive experience pairing elementary school youth with high school mentors. Services are being provided July 1, 2020, through June 30, 2021.

Budget Implication:

There is no impact to the budget.

Action:

The Board of Trustees ratified the MOU.

11.18 *Educational Consulting Agreement, Orange County Human Relations Council, Servite High School*

Background Information:

The District is required to extend certain federal categorical program resources to private schools. The Orange County Human Relations Council's (OCHRC) Bridges program is recognized by the U.S. Department of Justice and U.S. Department of Education as one of seven programs to help prevent hate crimes in schools and communities. Since the 2009-10 year, Servite High School has partnered with OCHRC to provide inter-ethnic relations training at Servite High School.

Current Consideration:

OCHRC will provide Bridges program training to Servite High School staff and students. The training will assist Servite in the further development of a safe and welcoming campus culture for parents, students, and where all stakeholders feel respected. Services will be provided August 1, 2020, through June 30, 2021.

Budget Implication:

The total cost is not to exceed \$5,000. (Title II Funds)

Action:

The Board of Trustees approved the educational consulting agreement.

11.19 *Contract, Alternative and Augmentative Communication Evaluation, Cindy Cottier*

Background Information:

The District employs psychologists, speech and language pathologists, as well as other personnel who evaluate student's needs for special education and related services. The District has both the right and obligation to assess students with disabilities in all areas of suspected disability. Under the Individuals with Disabilities Education Act and California special education law, a parent of a student with disabilities who disagrees with an evaluation conducted by a school district has a right to obtain an independent educational evaluation at public expense. When a request for an independent evaluation is made, a district must either fund an independent evaluation or file a request for due process within a reasonable period of time to prove that the district's evaluation was appropriate.

Current Consideration:

The District received a request for an independent evaluation. In reviewing the information, the District determined that it was in the best interest of the student and the District to provide the independent evaluation and allow the Individualized Education Program team to consider the information.

Budget Implication:

The total cost is not to exceed \$2,000. (Special Education Funds)

Action:

The Board of Trustees approved the contract.

11.20 Contract, Independent Neuro-Educational Assessment, Dr. Veronica Olvera, Neuro-Educational Clinic

Background Information:

The District employs psychologists, speech and language pathologists, as well as other personnel who evaluate student's needs for special education and related services. The District has both the right and obligation to assess students with disabilities in all areas of suspected disability. Under the Individuals with Disabilities Education Act and California special education law, a parent of a student with disabilities who disagrees with an evaluation conducted by a school district has a right to obtain an independent educational evaluation at public expense. When a request for an independent evaluation is made, a district must either fund an independent evaluation or file a request for due process within a reasonable period of time to prove that the district's evaluation was appropriate.

Current Consideration:

During the Mediation portion of Due Process, the District determined that it was in the best interest of the student and the District to provide an independent psycho-educational/ERMHS assessment and allow the Individualized Education Program team to consider the information.

Budget Implication:

The total cost is not to exceed \$7,500. (Special Education Funds)

Action:

The Board of Trustees approved the contract.

11.21 Contract, Independent Educational Evaluation, Gwennyth Palafox, Ph.D., Meaningful Growth

Background Information:

The District employs psychologists, speech and language pathologists, as well as other personnel who evaluate student's needs for special education and related services. The District has both the right and obligation to assess students with disabilities in all areas of suspected disability. Under the Individuals with Disabilities Education Act and California special education law, a parent of a student with disabilities who disagrees with an evaluation conducted by a school district has a right to obtain an independent educational evaluation at public expense. When a request for an independent evaluation is made, a district must either fund an independent evaluation or file a request for due process within a reasonable period of time to prove that the district's evaluation was appropriate.

Current Consideration:

During the Mediation portion of Due Process, the District determined that it was in the best interest of the student and the District to provide an independent transition evaluation and allow the Individualized Education Program team to consider the information.

Budget Implication:

The total cost is not to exceed \$6,500. (Special Education Funds)

Action:

The Board of Trustees approved the contract.

11.22 Contract, Independent Psycho-Educational Evaluation, Jan Casteel, South Coast Psychological & Educational Associates

Background Information:

The District employs psychologists, speech and language pathologists, as well as other personnel who evaluate student's needs for special education and related services. The District has both the right and obligation to assess students with disabilities in all areas of suspected disability. Under the Individuals with Disabilities Education Act and California special education law, a parent of a student with disabilities who disagrees with an evaluation conducted by a school district has a right to obtain an independent educational evaluation at public expense. When a request for an independent evaluation is made, a district must either fund an independent evaluation or file a request for due process within a reasonable period of time to prove that the district's evaluation was appropriate.

Current Consideration:

During the Mediation portion of Due Process, the District determined that it was in the best interest of the student and the District to provide an independent psycho-educational assessment and allow the Individualized Education Program team to consider the information.

Budget Implication:

The total cost is not to exceed \$4,000. (Special Education Funds)

Action:

The Board of Trustees approved the contract.

11.23 Amendment, Nonpublic, Nonsectarian School Services Master Contract

Background Information:

Annually, the Orange County Department of Education negotiates rate structures with non-public schools (NPSs) that are located within California. A NPS is utilized when the needs of a student with disabilities are such that the District cannot meet those needs with existing District programs. When a student is placed in a NPS, the District enters a master contract with the NPS which outlines the legal responsibilities of each party. Only one master contract is necessary for each NPS. The Master Contract was approved by the District in August of 2019 for the 2019-20 year.

Current Consideration:

With school dismissal due to COVID-19 impacting the NPSs, the Orange County Department of Education worked with the NPSs to amend the current contract. The master contract amendment specifies the responsibilities of the NPS and the LEA during distance learning. It also provides new negotiated rates that reflect discounts for related services and transportation. This amendment will be in effect March 16, 2020, through June 30, 2020.

Budget Implication:

There is no impact to the budget.

Action:

The Board of Trustees ratified the master contract amendment.

11.24 **Memorandum of Understanding (MOU), Children's Hospital of Orange County (CHOC)**

Background Information:

Children's Hospital of Orange County (CHOC) opened its doors to children in 1964 and since then, they have been committed to providing medical care to children in Orange County and surrounding counties in California. Their services include primary and specialty care clinics to millions of children. In addition to medical care, CHOC has expanded its mental health services to include direct clinical work and a pediatric psychiatric unit.

Current Consideration:

CHOC is seeking to partner with local school districts to support efforts in early mental health prevention and intervention. CHOC has seen an increase in pediatric psychiatric hospitalizations due to mental illness, depression, and anxiety.

As an effort to mitigate the increase of student crises, CHOC is offering to support the development of student Wellness Centers in all of the Districts' high schools. The purpose would be to create a safe space for students to practice mindfulness or stress coping techniques. In addition, CHOC is committed to offering support from members of their medical and mental health community to consult on severe cases related to mental illness, as well as to support professional development on health and mental health topics. Services will be provided July 18, 2020, through June 30, 2021. The agreement may be renewed for up to four additional one-year terms with mutual consent of CHOC and the assistant superintendent, Education.

Budget Implication:

There is no impact to the budget.

Action:

The Board of Trustees approved the MOU.

11.25 **Instructional Materials Submitted for Adoption**

The Instructional Materials Review Committee has recommended the selected books for career and technical education, dual enrollment, English, and social science courses. The books have been made available for public view.

Action:

The Board of Trustees adopted the selected materials.

11.26 **Instructional Materials Submitted for Display**

The Instructional Materials Review Committee recommended the selected material for display, for courses in career technical education, dual enrollment, and English courses. Before the materials can be approved for adoption, they must be made available for public review. The Board of Trustees was requested to consider adoption of the materials following the end of the period of public display, July 17, 2020, through August 13, 2020.

Action:

The Board of Trustees approved the display.

HUMAN RESOURCES

11.27 Agreement, Chapman UniversityBackground 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 Chapman University psychology interns to receive payment for providing supervised support services to District students and staff.

Current Consideration:

University interns will provide services including, but not limited to, research and program evaluation, interventions and mental health services, data-based decision making and accountability, legal, ethical, and professional practice, as well as preventive and responsive services. Interns will work under the supervision of the District psychologists and will enter an internship agreement that clearly outlines the roles, expectations, and responsibility of the paid psychology intern. The internship agreement requires all participants to follow District policy and practice regarding work expectations, confidentiality, safety, and dress. The agreement will be effective August 1, 2020, through September 1, 2025.

In addition to the paid interns, the District may continue offering unpaid internships to undergraduates, or those starting their graduate program. The agreement will be signed following Board approval.

Budget Implication:

Intern psychologists will be paid the governing minimum wage. (Medi-Cal Funds)

Action:

The Board of Trustees approved the agreement.

11.28 Agreement, California State University, San Bernardino (CSUSB)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.

Current Consideration:

This agreement provides the opportunity for university students attending CSUSB to provide supervised support to District students and staff while completing their education in one of the following programs: service learning, internships, fieldwork, field practicums, supervised field placement, practice teaching, and any substantially similar program.

Students will work under the supervision of District personnel including school site master teachers, psychologists, or other leaders relevant to their field of study to develop skills that prepare them for a career in education. This agreement provides opportunities for all students and interns in their respective fields to observe, participate, and assist. Additionally, District personnel will model professional attire, development, and conduct. This agreement will be in effect July 16, 2020, through June 30, 2023. The agreement will be signed following Board approval.

Budget Implication:

There is no impact to the budget.

Action:

The Board of Trustees approved the agreement.

11.29 2019-20 Fourth Quarterly Report, Williams Uniform ComplaintsBackground Information:

The Williams Uniform Complaints report summarizes all complaints relative to adequate textbooks and instructional materials, teacher vacancies or misassignments, facilities conditions, and intensive instruction, as well as services for students who have not passed the California High School Exit Examination (CAHSEE) by the end of the 12th grade. This is a quarterly report required by Education Code Section 35186, which is submitted to the Orange County Department of Education.

Current Consideration:

The Williams Uniform Complaints Fourth Quarterly Report, April 1, 2020, through June 30, 2020, states there were no complaints during this quarter.

Budget Implication:

There is no impact to the budget.

Action:

Although this was an information item only, requiring no formal action by the Board of Trustees, the Board officially accepted the report.

11.30 Certificated Personnel ReportAction:

The Board of Trustees approved/ratified the report, as amended prior to the adoption to the agenda.

11.31 Classified Personnel ReportAction:

The Board of Trustees approved/ratified the report as submitted.

SUPERINTENDENT'S OFFICE11.32 **Public Disclosure of Superintendent's Extension/Revision Employment Agreement**Background Information:

On June 18, 2020, the Board of Trustees approved the amendment to the employment agreement for Michael B. Matsuda, Superintendent of the Anaheim Union High School District, extending the agreement by one year and equalizing carry forward vacation days to 29.

Current Consideration:

This item was to publicly disclose the superintendent's employment agreement.

Budget Implication:

There is no impact to the budget.

Action:

Although this was an information item only, requiring no formal action by the Board of Trustees, the Board officially received the amendment to the employment agreement.

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

Background Information:

On June 18, 2020, the Board of Trustees approved the amendments to the employment agreements with Jaron Fried, Ed.D., Assistant Superintendent of Educational Services; Brad Jackson, Assistant Superintendent of Human Resources; Jennifer Root, Ed.D., Assistant Superintendent of Business Services; Manuel Colón, Chief Academic Officer; and Karl H. Widell, District counsel, by extending the agreements by one year and equalizing carry forward vacation days to 29.

Current Consideration:

This item was to publicly disclose the employment agreement with the Assistant Superintendents, Chief Academic Officer, and District Counsel.

Budget Implication:

There is no impact to the budget.

Action:

Although this was an information item only, requiring no formal action by the Board of Trustees, the Board officially received the amendments to the employment agreements.

12. SUPERINTENDENT AND STAFF REPORT

There were no reports.

13. **BOARD OF TRUSTEES' REPORT**

Trustee O'Neal thanked staff and community who have communicated their concerns and is looking forward to the future.

Trustee Jabbar thanked the OC Health Care Agency and Latino Health Access for collaborating with the District to conduct COVID-19 testing.

Trustee Piercy thanked staff, students, and community members who contacted her with concerns and opinions about the reopening of schools.

Trustee Smith shared she attended the Student Discipline Task Force.

Trustee Randle-Trejo reported she has participated in various informational webinars and attended an ROP Board meeting, food distributions at various school sites, as well as the Anaheim High School COVID-19 testing facility. Additionally, she expressed condolences to Dr. Jan Billings, former District superintendent, for the passing of her husband.

14. ADVANCE PLANNING

14.1 Future Meeting Dates

The next regular meeting of the Board of Trustees will be held on Thursday, August 13, 2020, at 4:00 p.m.

Thursday, September 17
Thursday, October 15

Thursday, November 19
Tuesday, December 15

14.2 Suggested Agenda Items

There were no suggested agenda items.

15. ADJOURNMENT

On the motion of Trustee O’Neal, duly seconded and unanimously carried, the Board of Trustees adjourned the meeting at 2:38 p.m., in memory of Ross Billings. The roll call vote follows.

Ayes: Trustees O’Neal, Jabbar, Piercy, Smith, and Randle-Trejo.

Approved _____
Clerk, Board of Trustees

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

BOARD OF TRUSTEES
Minutes
Thursday, August 13, 2020

UNADOPTED

1. CALL TO ORDER–ROLL CALL

Board President Randle-Trejo called the regular meeting of the Anaheim Union High School District Board of Trustees to order at 2:01 p.m.

Present: Annemarie Randle-Trejo, president; Katherine H. Smith, clerk; Anna L. Piercy, assistant clerk; Al Jabbar and Brian O’Neal, members; Michael B. Matsuda, superintendent; Jaron Fried, Ed.D., Brad Jackson, and Jennifer Root, Ed.D., assistant superintendents; and Karl H. Widell, District counsel.

2. ADOPTION OF AGENDA

Staff requested the following amendments to the agenda:

- Page 10 of the agenda, pull item 10.10.
- Exhibit N, replace page one to include the correct school site name of Oxford Academy.
- Exhibit R, replace page 3 to include address for School Services of California, Inc.
- Page 23 of the agenda, correct date of the November Board meeting to Thursday, November 19.

On the motion of Trustee Piercy, duly seconded and unanimously carried, following discussion, the Board of Trustees adopted the amended agenda. The roll call vote follows.

Ayes: Trustees O’Neal, Jabbar, Piercy, Smith, and Randle-Trejo

3. PUBLIC COMMENTS, CLOSED SESSION ITEMS

There were no requests to speak.

4. CLOSED SESSION

The Board of Trustees entered closed session at 2:03 p.m.

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

5.1 **Reconvene Meeting**

The Board of Trustees reconvened into open session at 4:02 p.m.

5.2 **Pledge of Allegiance and Moment of Silence**

Trustee Piercy led the Pledge of Allegiance to the Flag of the United States of America and President Randle-Trejo provided a moment of silence.

5.3 **Closed Session Report**

Board Clerk Smith reported the following actions taken during closed session.

- 5.3.1 No reportable action taken regarding public employee performance evaluation, superintendent.
- 5.3.2 No reportable action taken regarding property negotiations.
- 5.3.3 No reportable action taken regarding existing litigation.
- 5.3.4 No reportable action taken regarding negotiations.
- 5.3.5 No reportable action taken regarding personnel.
- 5.3.6 No reportable action taken regarding existing litigation.
- 5.3.7 The Board of Trustees unanimously voted to dismiss employee HR-2020-21-04.
- 5.3.8 The Board of Trustees unanimously voted to make the following appointment effective April 1, 2020:

Jackie Counts, Director, Innovative Programs and Cambridge Virtual Academy

6. INTRODUCTION OF GUESTS

The Board of Trustees recognized our community stakeholders for their interest in the Anaheim Union High School District and for attending our Board meeting. Thank you for your participation and contribution as we create an educational environment that graduates socially aware, civic-minded students who are college and career ready with unlimited opportunities for the 21st century.

7. REPORTS

7.1 **Reports of Associations**

Grant Schuster, ASTA president, thanked all teachers and staff for keeping communication open and keeping in mind the needs of students, parents, and staff. He also thanked Erik Greenwood, chief technology officer, and his staff for working tirelessly to get Chromebooks and other electronics necessary to continue with distance learning.

Brian Bannon, APGA co-president, reported that counselors have been working diligently to be ready for the upcoming school year, as well as spoke about the graduations rates. Mr. Bannon also introduced Sylvia Onopa, new APGA co-president.

7.2 **Parent Teacher Student Association (PTSA) Reports**

There was no report.

8. PUBLIC COMMENTS, OPEN SESSION ITEMS

- 8.1 Martha Aguirre, community member, voiced her concerns about the reduction of counseling staff at the school sites.
- 8.2 Anh Ha, District student, raised concerns regarding experiences with discrimination and racism and hopes that the concerns will be taken into consideration in future discussions, now that there is a Black Lives Matter Task Force. Additionally, she asked the Board to look into ways to assure that complaints and reports are handled adequately, as these experiences can affect student mental health, safety, and performance.
- 8.3 Casey Lang, District teacher, applauded the Board for supporting the Black Lives Matters movement.
- 8.3 Lizette Barrios-Gracian, District teacher, said she is proud that AUHSD continues to lead in civic engagement, critical thinking, and life skills. She also mentioned that students will learn a lot from the Black Lives Matter Task Force, which will foster inclusivity, anti-racist attitudes, as well instill civic responsibility.
- 8.4 Amreen Kaur, community member, spoke about a meeting in which Oxford Academy students shared their experiences with racial profiling and discrimination, as well as asked that the District help foster change.
- 8.5 Jamie Kough, NOCROP teacher, communicated her enthusiasm in being part of the Black Lives Matter Task Force and standing alongside a group of people that support change.
- 8.6 Emily, District student, shared an incident, which involved discrimination and harassment from other students within the District and asked that the District look into situations like these, so students can be held accountable.

9. PRESENTATIONS

9.1 **Black Lives Matter Task Force**

Background Information:

Due to the current climate of events occurring around the world, and the concerns that many of our students, community leaders, parents, as well as colleagues have expressed in various forms, Superintendent Michael Matsuda has appointed Carlo Davis and Dr. Shanna Egans as co-chairs of the Black Lives Matter (BLM) Task Force. The task force consists of educators within the District (both classified and certificated) that will focus on issues impacting African American students, families, and staff in the District. The task force will seek to make changes that create awareness, uplifts, and lead to racial equality within our classrooms, schools, school district, as well as communities.

Current Consideration:

Carlo Davis and Dr. Shanna Egans gave an update to the Board of Trustees on the BLM Task Force.

Budget Implication:

There is no impact to the budget.

Action:

Although this was an information item only, requiring no formal action by the Board of Trustees, the Board officially received the information.

9.2 **AIME Summer Internship, Virtual Internship Program**

Background Information:

Anaheim's Innovative Mentoring Experience (AIME) provides work-based learning experiences ranging from one-day visits to businesses to professional internships to prepare students for college, career, and life success. Due to the COVID-19 crisis, during the summer of 2020 the AIME program shifted from providing in-person internships to providing a virtual internship experience for a group of thirty students. The students had a dual role, both supporting the GEAR UP Virtual University program as mentors to the participating students, as well as completing remote internship tasks for several of our AIME partners. The students were charged with connecting their learning experiences with the world of work from their unique vantage point supporting both the GEAR UP Virtual University and their AIME internship provider. They would like to present their observations and reflections to the Board of Trustees.

Current Consideration:

The AIME students presented to the Board of Trustees a presentation of their reflections and findings from the AIME summer program.

Budget Implication:

There is no impact to the budget.

Action:

Although this was an information item only, requiring no formal action by the Board of Trustees, the Board officially received the information.

9.3 **School Dismissal and Distance Learning**

Background Information:

On March 13, 2020, the Board of Trustees unanimously passed and adopted Resolution No. 2019/20-BOT-02, declaring a local emergency due to the outbreak and spread of the novel coronavirus (COVID-19). In recognition of the existing emergency, the Board of Trustees unanimously authorized the District to close physical school sites for students through March 27, 2020, which was extended through the end of the school year on April 9, 2020, by unanimous adoption of Resolution No. 2019/20-BOT-03. Since March 13, 2020, District administrators, faculty, and staff have been developing and implementing a program of distance learning to ensure the continued education of AUHSD students during the period of school dismissal resulting from COVID-19. District staff has also worked to meet the needs of the community in other ways, including distribution of meals and technology, among other things.

Current Consideration:

District staff members will provide an update on the District's efforts in response to school dismissal and distance learning resulting from the COVID-19 pandemic.

Budget Implication:

There is no impact to the budget.

Action:

Although this was an information item only, requiring no formal action by the Board of Trustees, the Board officially received the information.

10. ITEMS OF BUSINESS

RESOLUTIONS

10.1 **Public Hearing, Temporary Interfund Transfer****Background Information:**

The Board of Trustees is requested to open a public hearing on the 2020-21 Temporary Interfund Transfer resolution. The 2020-21 State Budget adds Section 42603.1 to the Education Code, which provides additional flexibility related to interfund borrowing. For the 2020-21 and 2021-22 fiscal years, if the State budget identifies cash deferrals, up to 85 percent of the money in any fund can be temporarily transferred to another fund for cash flow purposes. This is an increase from the normal limitation of 75 percent. Although this has not been required by statute in the past to approve temporary interfund borrowing, a public hearing is required to be held before the Board adopts the resolution.

Current Consideration:

The Board is required to hold this public hearing before the resolution can be adopted.

Budget Implication:

There is no implication to the budget.

Action:

It was recommended that the Board open a public hearing to provide the public an opportunity to speak on the 2020-21 Temporary Interfund Transfer resolution. Comments may be submitted online at <https://bit.ly/2KJTmW> prior to the meeting.

President Randle-Trejo opened the public hearing at 6:25 p.m.

There were no requests to speak.

President Randle-Trejo closed the public hearing at 6:26 p.m.

10.2 **Resolution No. 2020/21-B-01, Temporary Interfund Transfer****Background Information:**

In the prior State budget crisis, as part of the State's solution to its own cash flow or budgetary problems, the State deferred the payment of principal apportionment to school districts from the year in which it is normally received, to the following year. Cash low-points can occur during the year, which may need to be covered temporarily. Typically, school districts can request that the Board of Trustees pass a resolution to allow for up to 75 percent of money in any fund in the District to be temporarily transferred into another fund for cash flow purposes. At the April 9, 2020, Board of Trustees meeting, the Board approved Resolution No. 2019/20-B-16, for the 2020-21 fiscal year.

Current Consideration:

The 2020-21 State Budget added Section 42603.1 to the Education Code, which increases the normal limitation of the money in any fund that can be temporarily transferred to another fund for cash flow purposes from 75 percent to 85 percent. Based upon this change, it is necessary for the Board of Trustees to approve a resolution to amend the percent from the prior 75 percent to the new 85 percent. This resolution will provide as much flexibility as possible for the 2020-21 fiscal year within the District's cash resources. It will also allow for temporary interfund cash transfers from any fund to the General Fund.

Budget Implication:

There is no implication to the budget.

Action:

On the motion of Trustee Piercy and duly seconded, following discussion, the Board of Trustees adopted Resolution No. 2020/21-B-01. The roll call vote follows.

Ayes: Trustees O'Neal, Jabbar, Piercy, Smith, and Randle-Trejo

10.3 **Resolution No. 2020/21-HR-01, Classified Reduction in Force**

Background Information:

Economic conditions have had an adverse impact on the finances of the District. This economic uncertainty necessitates a reduction in force among classified personnel.

Current Consideration:

The resolution is a reduction in force due to lack of work and/or lack of funds. The eliminated positions are listed in Exhibit B and will be effective August 13, 2020. Though services will be reduced in these areas, essential services will continue to be provided. The layoff will be implemented in accordance with the requirements of the Education Code.

Budget Implication:

The reduction in force will reduce costs by approximately \$1.1 million.

Action:

On the motion of Trustee Piercy and duly seconded, following discussion, the Board of Trustees adopted Resolution No. 2020/21-HR-01. The roll call vote follows.

Ayes: Trustees O'Neal, Jabbar, Piercy, Smith, and Randle-Trejo

BUSINESS SERVICES

10.4 **Agreement, Waste Not OC, a Fiscally Sponsored Project of OneOC**

Background Information:

Waste Not OC is a community based organization whose mission is to help end hunger and reduce food waste in Orange County through collaborative programs to repurpose food that would have typically gone to waste. The District provides leftover food from the Food Services programs for Waste Not OC to repurpose. Recently, Waste Not OC has invested in a solar powered prototype freezer storage container in order to provide a wider variety of services than they are able to provide in the community.

Current Consideration:

Waste Not OC is requesting to place their freezer storage unit at a site within our District. The District would like to locate it at Anaheim High School to collaborate with the Community School Program that is being located at this school. Waste Not OC has found that they are receiving more food than they can distribute in the quick turnover time for food. They have created a system to freeze the food and therefore, the food can be stored for up to eight months before distribution. Both individual sized meals and family sized meals will be stored in the unit. The unit that will be stored at Anaheim High School will be able to provide food to our students and families should there be a local emergency where food is needed. At the end of the eight months, the food that needs to be "rotated out" will be provided to Anaheim High School and AUHSD to distribute to our families that may be experiencing food scarcity. The unit will be equipped with Wi-Fi cameras and a bar coded entry system. Waste Not OC will pay all costs associated with the location, and eventual removal, of the freezer storage unit. Additionally, the storage container will be painted via a community art project integrating the artistic talents of our students.

Budget Implication:

There is no impact to the budget.

Action:

On the motion of Trustee Jabbar, duly seconded and unanimously carried, following discussion, the Board of Trustees ratified the agreement. The roll call vote follows.

Ayes: Trustees O'Neal, Jabbar, Piercy, Smith, and Randle-Trejo

10.5 **Agreement, Orbach Huff Suarez & Henderson, LLP**

Background Information:

Orbach Huff Suarez & Henderson, LLP, provides specific legal consultation and services, which are not provided by attorneys at the Orange County Department of Education. Attorneys at Orbach Huff Suarez & Henderson, LLP, specialize in legal issues related to school districts and are experts in many facilities matters.

Current Consideration:

The District desires to enter into an agreement with Orbach Huff Suarez & Henderson, LLP, for legal consultation and services related to land use, environmental, real estate, and facilities matters. Services will be provided August 14, 2020, through December 31, 2022.

Budget Implication:

Services provided in the agreement will be based on an hourly rate, for a total not to exceed \$25,000. (Measure H, Developer Fee Funds, and/or other funds as appropriate)

Action:

On the motion of Trustee O'Neal, duly seconded and unanimously carried, the Board of Trustees approved the agreement with Orbach Huff Suarez & Henderson, LLP. The roll call vote follows.

Ayes: Trustees O'Neal, Jabbar, Piercy, Smith, and Randle-Trejo

EDUCATIONAL SERVICES

10.6 **New Board Policy 8408.01 (5141.5), Mental Health of Students, First Reading****Background Information:**

With growing awareness and efforts to meet students' mental health needs, it is appropriate for the District to adopt a guiding mental health policy that encompasses a comprehensive approach. A comprehensive approach also involves cross-systems collaboration and family engagement to meet the diverse needs of students, families, and staff.

The District has a history of addressing the mental health needs of students. The District's School Based Mental Health program is designed to promote well-being, focus on prevention, and offer intervention services for mental health disorders. The District team includes licensed clinical social workers who work side by side with school counselors, school psychologists, teachers, administrators, and staff.

Current Consideration:

The intent of the Mental Health Policy is to demonstrate the District's support and understanding of the need for schools to address mental health and well-being. The Mental Health policy is one piece of collective policies in place that guide the efforts the District is doing to build a unified, comprehensive, and equitable system of support.

Budget Implication:

There is no impact to the budget.

Action:

Although this was an information item only, requiring no formal action by the Board of Trustees, the Board reviewed New Board Policy 8408.01 (5141.5).

10.7 **Revised Board Policy 8540 (6173), Education for Homeless Children, First Reading****Background Information:**

The McKinney-Vento Homeless Assistance Act, reauthorized in January 2002, ensures educational rights and protections for children and youth experiencing homelessness. The law guarantees certain rights for a child or youth identified as homeless. This includes, but not limited to, attendance in either the school of origin or the local attendance area school, assistance with transportation, school supplies, academic support, and other essential items. In addition, every State Educational Agency (SEA) must have an Office of the State Coordinator to oversee implementation of the Act, and every Local Educational Agency (LEA) must designate a local liaison able to carry out their duties to ensure that homeless students are identified and have a full and equal opportunity to succeed in school.

Current Consideration:

Under the Federal McKinney-Vento Act, SEAs and LEAs must review and revise policies, as well as procedures to remove barriers to high-quality education for homeless children and youths. The current Board Policy 8540, Education for Homeless Children, was last reviewed in May 2003.

Every Student Succeeds Act (ESSA) and additional policy, such as the AB1806 Homeless Youth Requirements for Graduation, have since given additional rights or areas of focus for students meeting the criteria for homeless.

The recommended revised policy now reflects these additional provisions and was amended by using the California School Board Association sample homeless education board policy and administrative regulation.

Budget Implication:

There is no impact to the budget.

Action:

Although this was an information item only, requiring no formal action by the Board of Trustees, the Board reviewed revised Board Policy 8540 (6173).

10.8 **New Board Policy 8545 (6173.1), Education for Foster Youth, First Reading**

Background Information:

Assembly Bill 490 (AB 490) refers to California legislation that addresses many of the barriers to equal educational opportunity for foster children and youth. AB 490 was passed in 2003 and became effective January 1, 2004. Its provisions charge school districts, county social service agencies, and other professionals with additional responsibilities to facilitate educational equity for foster children. Recognizing how often these children face educational disruptions, AB 490 added new provisions to the law and amended others, mostly in the California Education Code. If these provisions are followed, they should facilitate stability and educational opportunity in the best interest of each child in foster care.

Current Consideration:

With the intentional attention of foster youth in the District's Local Control Accountability Plan, the Foster Youth Task Force, and additional policies, such as the AB216 Minimum Requirements for Graduation there is a need to establish board policy that formally addresses the rights and needs of foster youth.

The recommended policy reflects the provisions for foster youth under the law and was developed by using the California School Board Association's sample foster youth education board policy and administrative regulation.

Budget Implication:

There is no impact to the budget.

Action:

Although this was an information item only, requiring no formal action by the Board of Trustees, the Board reviewed revised Board Policy 8545 (6173.1).

10.9 **Agreement, COPE Health Scholars**

Background Information:

The COPE Health Scholars program, offered by COPE Health Solutions (CHS), provides students with firsthand experience in a variety of health care settings, assisting with basic care for patients alongside nurses, physicians, and other members of the care delivery team. Students also have the opportunity to learn healthcare administration, preparing students for their healthcare career. The program is offered year-round with enrollment occurring every quarter, and will be offered to graduating seniors from the District. The program is provided for a fee ranging from \$225-\$495, depending on the length of the program. Student enrollees will be responsible for program fees. This collaboration will

support students with work-based learning opportunities at multiple points along their high school, college, and career journey.

Current Consideration:

CHS would like to partner with the AIME program in order to refer students interested in healthcare careers to the COPE Health Scholars program. Both the AIME program and CHS will assign liaisons to facilitate promoting the program to students in health career pathways and who have participated in healthcare related AIME events. Services will be provided August 14, 2020, through July 30, 2021.

Budget Implication:

There is no impact to the budget.

Action:

On the motion of Trustee O'Neal, duly seconded and unanimously carried, following discussion, the Board of Trustees approved the agreement. The roll call vote follows.

Ayes: Trustees O'Neal, Jabbar, Piercy, Smith, and Randle-Trejo

10.10 This item was pulled prior to the adoption of the agenda.

10.11 **Agreement, The DBQ Project**

Background Information:

The DBQ Project (DBQ) was founded in 2000 to support teachers and students in learning to read smart, think straight, and write more clearly. As teachers, DBQ believes all students can develop high-level critical thinking skills if they have consistent instruction and a chance to practice. DBQ also believes that when we provide teachers with materials that blend educational best practices and content-specific questions, it promotes and support transformational change in our schools. AUHSD began its partnership with the DBQ Project in 2005 when it was a recipient of the Teach American History Grant.

Current Consideration:

The District would like to partner with The DBQ Project to purchase a District license, which allows content by grade level (world and U.S. history, geography, economics, government, and literature) to be accessed by all students and teachers across all school sites online. Services are being provided August 13, 2020, through August 12, 2023.

Budget Implication:

The total amount of the expenditures is not to exceed \$158,676 for three years. (Learning Loss Mitigation, ESSER, and General Funds)

Action:

On the motion of Trustee O'Neal, duly seconded and unanimously carried, the Board of Trustees approved the agreement. The roll call vote follows.

Ayes: Trustees O'Neal, Jabbar, Piercy, Smith, and Randle-Trejo

10.12 **School-Sponsored Student Organizations**

Background Information:

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

Current Consideration:

The following schools submitted school-sponsored student organization applications:

- 10.12.1 Black Student Union (BSU), Anaheim High School
- 10.12.2 Black Student Union (BSU), Loara High School
- 10.12.3 Black Student Union (BSU), Magnolia High School
- 10.12.4 Each One Teach One (EOTO), Oxford Academy
- 10.12.5 M.A.C (Minority Awareness Club), Savanna High School
- 10.12.6 Students for Students, Savanna High School
- 10.12.7 Black Student Union (BSU), Sycamore Junior High School

Budget Implication:

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

Action:

On the motion of Trustee Randle-Trejo, duly seconded and unanimously carried, following discussion, the Board of Trustees approved the school-sponsored organization applications, as amended prior to the adoption of the agenda. The roll call vote follows.

Ayes: Trustees O'Neal, Jabbar, Piercy, Smith, and Randle-Trejo

11. CONSENT CALENDAR

On the motion of Trustee O'Neal duly seconded and unanimously carried, following discussion, the Board of Trustees approved all consent calendar items, with the exception of items 11.10, Exhibit BB, pulled by Trustee O'Neal, item 11.17 pulled by Trustee Randle-Trejo, and item 11.19 pulled by Trustee Jabbar. The roll call vote follows.

Ayes: Trustees O'Neal, Jabbar, Piercy, Smith, and Randle-Trejo

BUSINESS SERVICES

11.1 **Agreement, School Services of California, Inc.**

Background Information:

School Services of California, Inc., is one of the most highly regarded school financial consultants in the state. The firm provides assistance regarding school finance, legislation, budgeting, and other general fiscal issues by providing their clients with continuous legislative updates, as well as pertinent financial information.

Current Consideration:

The District benefits from and uses information and services regarding school finance, legislation, budgeting, and general fiscal matters. Services include 12 hours of direct consulting service and will be provided September 1, 2020, through August 31, 2021.

Budget Implication:

The total cost is not to exceed \$3,900, plus expenses. (General Funds)

Action:

The Board of Trustees approved the agreement with School Services of California, Inc., as amended prior to the adoption of the agenda.

11.2 **School Facility Program Audit Agreements, Eide Bailly, LLP**

Background Information:

The District has contracted Eide Bailly, LLP (Eide Bailly), formally Vavrinek, Trine, Day & Co., LLP, for auditing services that include audits of financial statements, categorical programs, and various financial procedures; auditing services of financial statements related to Measure H; and training for ASB professional development.

Current Consideration:

In November 2016, the passing of Proposition 51 made state funding contributions under the School Facility Program (SFP) available to districts seeking to leverage local bond funds for new construction, modernization, facility hardship, and career technical education.

Staff desires to engage the services of Eide Bailly to provide performance audits to meet the new SFP certification and closeout requirements for compliance with Section 8 of Article II of the State of California Constitution. Performance audits will be conducted in accordance with generally accepted Government Auditing Services.

Budget Implication:

Services will be provided at a cost of \$6,000 per project receiving funding under the SFP, for a total not to exceed annual cost of \$30,000, plus related incidental costs. Services will be provided August 14, 2020, through June 30, 2021. (Facilities Funds and/or other funds as appropriate)

Action:

The Board of Trustees approved the agreements with Eide Bailly, LLP.

11.3 **Agreement Amendment, RMA Group**

Background Information:

In 2015, the District issued RFP 2015-13 for Geotechnical Soils Inspections and Material Testing Services, pursuant to Government Code Section 53060, seeking qualified firms to provide professional services for the District's construction projects. Since then, RMA Group (RMA) has been providing geotechnical soils inspections and material testing services for various bond, public works construction, and renovation projects.

Current Consideration:

The District has an interest in continuing to utilize the services provided by RMA as required for the ongoing Measure H projects, and other construction work associated with the Maintenance and Facilities departments. An amendment to the agreement will be required to increase and extend the services with RMA. This firm has prior knowledge of the District's facilities, projects, and standard procedures.

Budget Implication:

The amendment to the agreement will increase the cost by an additional \$250,000 through February 20, 2021. The terms and conditions of the agreement, and the service fee

schedule, will remain unchanged. (Measure H Funds, Facilities Funds, Maintenance Funds, and various funds as appropriate)

Action:

The Board of Trustees approved the agreement amendment.

11.4 **Agreement Amendment, Twining Consulting**

Background Information:

In 2015, the District issued RFP 2015-13 for Geotechnical Soils Inspections and Material Testing Services, pursuant to Government Code Section 53060, seeking qualified firms to provide professional services for the District's construction projects. Since then, Twining Consulting (Twining) has been providing geotechnical soils inspections and material testing services for various bond, public works construction, and renovation projects.

Current Consideration:

The District has an interest in continuing to utilize the services provided by Twining as required for the ongoing Measure H projects, and other construction work associated with the Maintenance and Facilities departments. An amendment to the agreement will be required to increase and extend the services with Twining. This firm has prior knowledge of the District's facilities, projects, and standard procedures.

Budget Implication:

The amendment to the agreement will increase the cost by an additional \$250,000 through February 20, 2021. The terms and conditions of the agreement, and the service fee schedule, will remain unchanged. (Measure H Funds, Facilities Funds, Maintenance Funds, and various funds as appropriate)

Action:

The Board of Trustees approved the agreement amendment.

11.5 **Agreement, Continuing Development, Inc. (CDI)**

Background Information:

CDI is a nonprofit organization that provides childcare services to teen mothers in the Pregnant Minor Program (PMP) and to 55 percent of the community in the District boundaries. CDI utilizes four classrooms at Gilbert High school through the facilities' use agreement with the District to deliver its services.

Current Consideration:

CDI will be providing its services based on the newly proposed agreement for the period of August 14, 2020, through July 31, 2025. During this period, CDI will be billed a facilities' use fee as approved by the Board for Group B. The District will also be providing custodial services billed separately to CDI as a direct cost to the District.

Budget Implication:

The fees collected will be used to upkeep, maintain, and perform upgrades to District's facilities. Also, since CDI temporarily closed its operations from mid-March through the end of May 2020, due to COVID-19, the agreement reflects a discount to the rental rate for these months.

Action:

The Board of Trustees approved the agreement.

11.6 **Post-Termination Addendum, Pinnacle Claims Management, Inc.**

Background Information:

Prior to January 1, 2018, the District utilized Pinnacle Claims Management, Inc., as the third-party administrator to support the management and oversight of the Preferred Provider Organization (PPO) services.

Current Consideration:

A Post-Termination Addendum is required for Pinnacle Claims Management, Inc. to manage and process PPO claims received for services rendered during their active service agreement, as well as deny any untimely claims. The Post-Termination Addendum is valid for the period of July 1, 2020, through June 30, 2021.

Budget Implication:

Fees are based on the total claims processed, and actuals may vary, and are estimated to be approximately \$30,000. (Health and Welfare Funds)

Action:

The Board of Trustees ratified the Post-Termination Addendum with Pinnacle Claims Management, Inc.

11.7 **Agreement, ZONAR Systems**

Background Information:

The transportation department uses ZONAR Systems for its Global Positioning Systems (GPS) on the school bus fleet. The Board of Trustees has approved the agreement in the past to provide transportation services with GPS systems.

Current Consideration:

It is in the best interest of the District to continue using GPS on its fleet of buses. The GPS system can be used to verify buses stopped in the correct place, student pick up, drop off times, and location in the event of any discrepancies or complaints, as well as verify bus speed. GPS also is a tracking device in the event communication between dispatchers and drivers is lost. Services are being provided July 1, 2020, through June 30, 2023. The agreement will be signed following Board approval.

Budget Implication:

The total budget implication would be \$29,652 annually, with a three-year contract total of \$88,957. (General Funds)

Action:

The Board of Trustees ratified the agreement.

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

Action:

The Board of Trustees approved the list of District furniture and equipment as unusable, obsolete, and/or out-of-date, and ready for sale or destruction, as well as authorized proper disposal in accordance with Education Code Section 17545 et al.

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

Action:

The Board of Trustees approved the list of District textbooks and instructional materials as unusable, obsolete, and/or out-of-date, damaged, and ready for sale or destruction as surplus, as well as authorized staff to dispose of the textbooks and instructional materials in accordance with Education Code Section 60510 et al.

On the motion of Trustee O'Neal and duly seconded, following discussion, the Board of Trustees ratified item 11.10, Exhibit BB, with the following roll call vote.

Ayes: Trustees Jabbar, Piercy, Smith, and Randle-Trejo

Abstain: Trustee O'Neal

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

Action:

The Board of Trustees ratified the reports July 7, 2020, through August 3, 2020.

11.11 **Check Register/Warrants Report**

Action:

The Board of Trustees ratified the report July 7, 2020, through August 3, 2020.

11.12 SUPPLEMENTAL INFORMATION

11.12.1 ASB Fund, May 2020

11.12.2 Cafeteria Fund, May 2020

EDUCATIONAL SERVICES

11.13 **Consolidated Application and Reporting System (CARS)**

Background Information:

The Consolidated Application and Reporting System (CARS) is a mechanism for gathering financial and program related information, which is used by the California Department of Education (CDE) to distribute categorical funds from various state and federal programs to county offices, school districts, and direct-funded charter schools throughout California. Local educational agencies use the web-based system to electronically apply for and manage funds, report expenditures, and to provide assurances that the District will adhere to legal requirements. The system is also used by the CDE categorical program and fiscal services staff to collect financial and participation data to ensure compliance with state, as well as federal regulations. The District participates in the following programs currently referenced in the Consolidated Application: Title I, Part A, Basic Grant; Title II, Part A, Supporting Teacher Instruction; Title III, Part A, English Learners; Title III, Part B, Immigrant Students; and Title IV, Part A, Student Support and Academic Enrichment.

Current Consideration:

The CDE requires approval by the Board of Trustees of CARS once per year. CARS must be Board approved before federal funds received during the upcoming fiscal year can be spent.

Budget Implication:

Federal funds administered through CARS must supplement the District's base fund, as well as adhere to the legal requirements related to specific formulas driven by state and/or federal categorical programs.

Action:

The Board of Trustees approved the Consolidated Application and Reporting System (CARS).

11.14 **Joint Powers Agreement, North Orange County ROP (NOCROP)**Background Information:

North Orange County ROP (NOCROP) provides high school students with access to rigorous and relevant career technical education courses. Accredited by the Western Association of Schools and Colleges (WASC), NOCROP offers career technical education coursework and career readiness training to over 16,000 students in five school districts, including the District. NOCROP currently offers coursework in over a dozen Career and Technical Education pathways throughout the District.

Current Consideration:

North Orange County ROP would like to participate in a Joint Powers Agreement with the District in order to continue to provide Career and Technical Education coursework and career readiness training to District students during the 2020-21 year. Services are being provided July 1, 2020, through June 30, 2021. The agreement will be signed following Board approval.

Budget Implication:

The cost for these as-needed services is not to exceed \$6,397,046. (General and CTEIG Funds)

Action:

The Board of Trustees ratified the joint powers agreement.

11.15 **Video Conference Services, Blindside Networks, Inc.**Background Information:

In October 2019, the District transitioned its lecture capture system from Blackboard Collaborate to Schoology Conferences Premium (Conferences) hosted by Blindside Networks. While Schoology has a free version of Conferences, the feature set is limited. The free version has a limit of 25 participants versus 100 in premium. Recorded sessions are only available for seven days in the free version as compared to the term of agreement plus, 90 days in the premium version. There are also additional usability features only available in the premium version. Licensing was based on historical use, which was primarily online course teachers. We based the licensing level on actual usage which required three, concurrent licenses. When the District transitioned to distance learning in March, the use of Conferences exploded with peaks over 300 concurrent users.

Current Consideration:

It has become evident that video conferencing is a very important tool for distance learning. The data shows that we had less than 100 conferences in Schoology prior to dismissal. There were nearly 24,000 video conferences in Schoology after dismissal. The fact that Conferences is integrated in the District's Schoology learning management system provides teachers with critical integrations that facilitates delivery of instruction. Services are being provided August 12, 2020, through May 27, 2021.

Budget Implication:

The cost is not to exceed \$60,750. (Learning Loss Mitigation and ESSER Funds)

Action:

The Board of Trustees ratified the order for video conference services.

11.16 **Agreement, Internet Access, Orange County Superintendent of Schools**

Background Information:

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

Current Consideration:

Internet services would be provided by Orange County Superintendent of Schools to the District, up to 10 gigabits per second (gbps), at no cost in the event CENIC is not funded. The contingency services cover July 1, 2020, through June 30, 2021.

Budget Implication:

There is no impact to the budget.

Action:

The Board of Trustees ratified the agreement.

11.17 **Grant Agreement, Orange County United Way (OCUW), Anaheim Innovative Mentoring Experience (AIME)**

Background Information:

OCUW funding has supported numerous District programs, such as the Anaheim Collaborative, which assists in developing a systemic approach to providing all students with college and career readiness opportunities. OCUW funding has also provided students the opportunity to earn tax preparation certification and participate in the annual United Way Community Tax Days, preparing tax returns for low-income individuals. Most recently, OCUW has donated funding to support the District's paid summer internship opportunity for students through the Anaheim Innovative Mentoring Experience (AIME) program.

Current Consideration:

Orange County United Way will donate \$85,000 to the District to pay for the cost of the AIME program. Services are being provided January 1, 2020, through December 31, 2020.

Budget Implication:

The District will receive a total grant amount not to exceed \$85,000 payable in four installments.

Action:

On the motion of Trustee Piercy, duly seconded and unanimously carried, following discussion, the Board of Trustees ratified the grant. The roll call vote follows.

Ayes: Trustees O'Neal, Jabbar, Piercy, Smith, and Randle-Trejo

11.18 **Addendum, Memorandum of Understanding (MOU), North Orange Community College District (NOCCCD), Reimbursement for Costs Associated with Implementing the Community School Model**

Background Information:

On September 12, 2019, the Board of Trustees approved the MOU with North Orange County Community College District (NOCCCD) to begin a pilot for a community school model, in which the school would be the hub for the community to access basic services such as health, dental, legal, and social services, as well as other needed services identified by the school. NOCCCD will reimburse the costs associated with the implementation of the community schools model. Services were provided September 1, 2019, through June 30, 2020.

Current Consideration:

An addendum to the original contract is requested to increase the reimbursement amount from \$255,439.45, to \$359,239.45, as well as the dates of services will be extended to run through June 30, 2021. All other terms and conditions remain intact.

Budget Implication:

There is no impact to the budget.

Action:

The Board of Trustees approved the addendum.

11.19 **Educational Consulting Agreement, Professional Development, Carnegie Learning Inc.**

Background Information:

Carnegie Learning is a comprehensive, dynamic, and progressive learning technology company. Carnegie Learning is seeking to re-define the role of technology across the K-12 landscape. It delivers a research-proven mathematics curriculum and the MATHia platform for grades 6-12, project-based digital solutions for computer science, and best-in-class K-12 professional learning services. The District currently uses Carnegie Textbooks for mathematics in grades 7-12.

Current Consideration:

Due to the COVID-19 shutdown in March until the end of the 2019-20 year, the Professional Learning plan included in last year's Carnegie Learning Contract was not executed. Although this contract was approved, last year's invoice did not include these Professional Learning costs. The District is interested in using these unused Professional Learning days to support teachers in this challenging virtual learning environment during the 2020-21 year. These services will include content workshops, webinar series, demonstration lessons, and PLC support. There will be a large focus on supporting teachers and students on how to be successful in the virtual math classroom, building their virtual tool box, and using the MATHia Platform. Services will be provided August 13, 2020, through August 12, 2021.

Budget Implication:

The total amount of the expenditures is not to exceed \$100,000 for one year. (Learning Loss Mitigation and ESSER Funds)

Action:

On the motion of Trustee Jabbar, duly seconded and unanimously carried, following discussion, the Board of Trustees approved the agreement. The roll call vote follows.

Ayes: Trustees O'Neal, Jabbar, Piercy, Smith, and Randle-Trejo

11.20 **Memorandum of Understanding (MOU), Healing Through Art Competition--OCCORD Grant**

Background Information:

The mission of Orange County Communities Organized for Responsible Development (OCCORD) is to bring workers, families, and community partners together to organize and advocate for good jobs, strong neighborhoods, and an inclusive democracy in Orange County. OCCORD would like to partner with the Anaheim Union High School District (AUHSD) to facilitate its Healing Through Art Competition, which has been designed to inspire our 9-12 grade students to tell their stories of healing during the COVID-19 crisis. All forms of art will be welcomed, and entries will be placed in five categories to assure fair judging: visual production, music, writing, painting, and crafts. Prizes will be provided for each of the five categories.

Current Consideration:

OCCORD would like to provide a \$5,000 grant for staff time, student materials, and other costs to maximize student participation in the Healing Through Art Competition.

Budget Implication:

There is no impact to the budget.

Action:

The Board of Trustees accepted the grant from OCCORD to facilitate the Healing Through Art Competition.

11.21 **Memorandum of Understanding (MOU), Orange County Human Relations, Bridges**

Background Information:

The Orange County Human Relations Council (OCHRC) and the District have a long-standing relationship that dates back to 1998 when OCHRC partnered with the District in a program called Bridges. OCHRC has committed to working with District school site teams comprised of a teacher advisor, administrative support, and students for the purposes of establishing a comprehensive school inter-group relations program. OCHRC agrees to provide services, which have included, but are not limited to: Bridges and Restorative Schools Program, creating connected campuses, and quarterly program development days training for selected schools in the District. Services also include leadership orientation, task formation and follow up during the year, all-day student retreats, all-day trainings/strategy sessions for faculty, planning and implementation of strategies for parent outreach and involvement, assist in planning of school-wide projects, mediation services for both students and adults, anger management, as well as anti-bullying and diversity training. OCHRC has also volunteered in times of crisis to make themselves available for social and emotional support.

Current Consideration:

OCHRC has pledged to continue to staff two full-time Restorative Justice Specialists to be shared at Ball, Brookhurst, Dale, and Sycamore junior high schools, and continue their work in the Bridges program with Anaheim, Loara, Magnolia, Savanna, and Western high schools, as well as and Lexington, South, and Walker junior high schools. OCHRC will pay teachers at

the participating Bridges program schools a \$1,000 stipend or two \$500 stipends to the teacher advisor(s) at each participating school site. Services will be provided August 13, 2020, through June 30, 2021.

Budget Implication:

The total cost is not to exceed \$140,000. (General and LCFF Funds)

Action:

The Board of Trustees approved the MOU.

11.22 **Agreement, Premier Healthcare Services**

Background Information:

Students who attend schools in the District may require health and nursing services, which are documented within the Individualized Education Plan (IEP) and provided by personnel employed by the District. These students also often receive in-home health care services provided by a licensed nurse, who is not employed by the District. On occasion, parents will request that the nurse who assists the student within the home setting also provide the student's health and nursing services at school rather than have these services provided by District employees.

Current Consideration:

A Premier Healthcare Services private-duty nurse will accompany the student to school and provide the doctor-ordered specialized health care procedures. Services are being provided August 12, 2020, through June 30, 2021.

Budget Implication:

There is no impact to the budget.

Action:

The Board of Trustees ratified the agreement.

11.23 **Agreement, Orange County Superintendent of Schools and Orange County Health Care Agency (OCHCA)**

Background Information:

Following the legislative changes that shifted responsibility for providing educationally related mental health services to school districts, the Orange County Department of Education (OCDE) and OCHCA negotiated an agreement that allowed school districts to contract with OCHCA to provide educationally-related mental health services to students with special needs. Since the 2012-13 year, Proposition 63 funds that had been allocated to OCHCA for mental health services were allocated directly to school districts to provide such services.

Current Consideration:

Due to the unique nature of providing direct mental health services, the District intends to continue to use the expertise of OCHCA to provide mental health services for the 2020-21 year. Services are being provided July 1, 2020, through June 30, 2021. The agreement will be signed following Board approval.

Budget Implication:

Funds for mental health services that were previously provided to OCHCA are now being provided directly to the District. Mental health funds have been budgeted by the District to offset these costs. (Special Education Funds)

Action:

The Board of Trustees ratified the agreement.

11.24 **Memorandum of Understanding (MOU), Orange County Superintendent of Schools**

Background Information:

Pursuant to the authority established in Education Code Sections 56195, 56195.1, 56195.3, and 56195.5, the Orange County Department of Education (OCDE) may provide for the education of individual pupils in special education programs who reside in other districts or counties. The OCDE Division of Special Education Services operates the OCDE Special Schools Program to provide special education services to individuals with exceptional needs requiring intensive educational services, including a regional deaf and hard of hearing program.

Current Consideration:

The MOU between the Orange County Superintendent of Schools and the District allows students who live within District boundaries to be placed into county operated special education programs. Placement in county programs occurs if recommended by an Individualized Educational Plan. Services are being provided July 1, 2020, through June 30, 2021.

Budget Implication:

Funds are allocated on an individual student basis. (Special Education Funds)

Action:

The Board of Trustees ratified the MOU.

11.25 **Transportation Agreement, Speech and Language Development Center**

Background Information:

Under the Individuals with Disability Education Act, the District is obligated to provide transportation services to special education students that require transportation to receive a free and appropriate public education. Our Transportation Department safely and effectively transports approximately 700 special education students on any given school day. In rare circumstances, a student's needs are such that our Transportation Department is not able to safely or efficiently transport the student. In those circumstances, alternative forms of transportation are provided through contracted services or through reimbursing parents the cost incurred in transporting their child. These alternative forms of transportation are permitted under the Education Code and federal law. Due to student confidentiality, the transportation agreements are redacted with limited information is provided regarding the student or family.

Current Consideration:

The Board of Trustees was requested to approve the regular school year transportation agreement to reimburse the parent of a student attending Speech and Language Development Center, located at 8699 Holder, Buena Park, CA 90620, for providing round-trip, daily transportation, for up to 180 days for the 2020-21 year. Services will be provided August 27, 2020, through June 16, 2021.

Budget Implication:

The total cost is not to exceed \$973.80. (Special Education Funds)

Action:

The Board of Trustees ratified the agreement.

11.26 **Individual Service Contracts**Action:

The Board of Trustees approved/ratified the individual service contracts as submitted. (Special Education Funds)

11.27 **Instructional Materials Submitted for Adoption**

The Instructional Materials Review Committee recommended the selected books for career technical education, dual enrollment, and English courses. The books have been made available for public view.

Action:

The Board of Trustees adopted the selected materials.

HUMAN RESOURCES

11.28 **Certificated Personnel Report**Action:

The Board of Trustees approved/ratified the report as submitted.

11.29 **Classified Personnel Report**Action:

The Board of Trustees approved/ratified the report as submitted.

SUPERINTENDENT'S OFFICE

11.30 **Board of Trustees' Meeting Minutes**

11.30.1 May 7, 2020, Regular Meeting

11.30.2 June 18, 2020, Regular Meeting

11.30.3 July 2, 2020, Special Meeting

Action:

The Board of Trustees approved the minutes as submitted.

12. SUPERINTENDENT AND STAFF REPORT

Superintendent Matsuda thanked Erik Greenwood, chief technology officer, and the Education Information Technology (EIT) staff, as well as all staff that has stepped up during this time.

13. BOARD OF TRUSTEES' REPORT

Trustee O'Neal said that staff has overcome obstacles on first day of school and it shows what kind of staff the District has employed. In addition, he thanked all the staff for their hard work.

Trustee Jabbar thanked Latino Health Access for their partnership with the District, as well as the parent "promotoras" for their work in the community.

Trustee Piercy said she attended the Opening of Schools Task Force, Student Discipline Task Force, Principal's Meeting, and webinar with Assemblymember Patrick O'Donnell. She also thanked Erik Greenwood, chief technology officer, and all his staff.

Trustee Smith shared her gratitude for the EIT and Food Services staff.

Trustee Randle-Trejo participated in the webinar with Assemblymember Patrick O'Donnell, Opening of Schools Task Force, an ROP Board meeting, and the Cypress College White Cap Cybersecurity Ceremony, as well as attended Ross Billing's Funeral Service.

14. ADVANCE PLANNING

14.1 **Future Meeting Dates**

The next regular meeting of the Board of Trustees is set to be held on Thursday, September 17, 2020, at 4:00 p.m.

Thursday, October 15

Thursday, November 19

Tuesday, December 15

Current Consideration:

Staff requests to change the next regular meeting of the Board of Trustees from Thursday, September 17, 2020, to Tuesday, September 15, 2020, at 4:00 p.m., in order to accommodate certain legal deadlines.

Action:

On the motion of Trustee Piercy, duly seconded and unanimously carried, the Board of Trustees approved the date change from Thursday, September 17, 2020, to Tuesday, September 15, 2020. The roll call vote follows.

Ayes: Trustees O'Neal, Jabbar, Piercy, Smith, and Randle-Trejo

14.2 **Suggested Agenda Items**

There were no suggested agenda items.

15. ADJOURNMENT

On the motion of Trustee Piercy, duly seconded and unanimously carried, the Board of Trustees adjourned the meeting at 7:06 p.m., in memory of Dr. Ray Chips. The roll call vote follows.

Ayes: Trustees O'Neal, Jabbar, Piercy, Smith, and Randle-Trejo

Approved _____
Clerk, Board of Trustees