## 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: October 5, 2018

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

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

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

Thursday, the $11^{\text {th }}$ day of October 2018
501 N. Crescent Way, Anaheim, California
Closed Session-2:30 p.m.
Regular Meeting-6:00 p.m.


Superintendent

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

## BOARD OF TRUSTEES <br> Agenda <br> Thursday, October 11, 2018 <br> Closed Session-2:30 p.m. <br> Regular Meeting-6:00 p.m.


#### Abstract

Some items on the agenda of the Board of Trustees' meeting include exhibits of supportive and/or background information. These items may be inspected in the superintendent's office of the Anaheim Union High School District, at 501 N. Crescent Way in Anaheim, California. The office is open from 7:45 a.m. to 4:30 p.m., Monday through Friday, and is closed for most of the federal and local holidays. These materials are also posted with the meeting agenda on the District website, www.auhsd.us, at the same time that they are distributed to the Board of Trustees. 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 Monday, October 8, 2018.


Meetings are recorded for use in the official minutes.

## 1. CALL TO ORDER-ROLL CALL

## 2. ADOPTION OF AGENDA

## ACTION ITEM

## 3. PUBLIC COMMENTS, CLOSED SESSION ITEMS

## INFORMATION ITEM

This is an opportunity for community members to address the Board of Trustees on closed session agenda items only. Persons wishing to address the Board of Trustees should complete a speaker request form, available on the information table, at the back of the room, and submit it to the executive assistant prior to the meeting. Each speaker is limited to a maximum of five minutes; each topic 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 54597: Public employee performance evaluation, superintendent.
4.2 To consider matters pursuant to Government Code Section 54956.9 (d)(2): Conference with legal counsel, anticipated litigation regarding one matter.
4.3 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).
4.4 To consider matters pursuant to Government Code Section 54597: Public employee performance evaluation.
4.5 To consider matters pursuant to Government Code Section 54957: Public employee discipline/dismissal/release, HR-2018-19-04. [CONFIDENTIAL]
4.6 To consider matters pursuant to Government Code Section 54957.6: Conference with negotiators, agency designated representatives-Al Jabbar, Board president, regarding unrepresented employee, District counsel.
4.7 To consider matters pursuant to Government Code Section 54957: Public employee administrative appointment/reassignment-District counsel.
4.8 To consider matters pursuant to Government Code Section 54957: Public employee administrative appointment/reassignment-controller.
4.9 To consider matters pursuant to Government Code Section 54957: Public employee administrative appointment/reassignment-director(s).
4.10 To consider matters pursuant to Government Code Section 54957: Public employee administrative appointment/reassignment-program administrator I.
4.11 To consider matters pursuant to Government Code Section 54957: Public employee administrative appointment/reassignment-assistant principal(s).
4.12 To consider matters pursuant to Government Code Section 54956.9 (a): Conference with legal counsel, existing litigation (OAH Case No. 2018080471).
4.13 To consider matters pursuant to Education Code Section 48918: Expulsion of students: 18-01; 18-02; and 18-03.
5. RECONVENE MEETING, PLEDGE OF ALLEGIANCE, AND CLOSED SESSION REPORT OUT

### 5.1 Reconvene Meeting

The Board of Trustees will reconvene into open session.

### 5.2 Pledge of Allegiance and Moment of Silence

Adai Flores, student representative to the Board of Trustees, 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 for the $21^{\text {st }}$ century.

In addition, Board President Jabbar will introduce dignitaries in attendance.
7. BOARD OF TRUSTEES' RECOGNITIONS

## $7.1 \quad 2018$ Interpretation and Translation Award of Distinction

The Board of Trustees will recognize Lizbeth Segura Vazquez, District AUHSD Spanish Interpreter and Translator, who was honored at OCDE $2^{\text {nd }}$ Annual Interpreters and Translators Conference held on Friday, September 28, 2018.

### 7.2 Council on American-Islamic Relations (CAIR)

The Board of Trustees will recognize CAIR for the donation of 500 backpacks for identified homeless students.

### 7.3 Time to Give Back Foundation

The Board of Trustees will recognize Time to Give Back Foundation for the donation of 500 backpacks for identified homeless students.

### 7.4 Operation L.E.E. (Operation Literacy Engaging Everyone)

The Board of Trustees will recognize Operation L.E.E. for the donation of over 200 new books to the Summer Language Academy.
8. REPORTS

INFORMATION ITEM

### 8.1 Principals' Report

Daphne Hammer, Magnolia High School principal, and Lorena Moreno, Dale Junior High School principal, will acknowledge school site staff regarding the fifth C, Compassion and Kindness, as well as present a report on their school site.

### 8.2 Student Representative's Report

Adai Flores, student representative to the Board of Trustees, will report on student activities throughout the District.

### 8.3 Reports of Associations

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

### 8.4 Parent Teacher Student Association (PTSA) Reports

PTSA representatives present will be invited to address the Board of Trustees.
9. PUBLIC COMMENTS, OPEN SESSION ITEMS

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

## 10. ITEMS OF BUSINESS

## BUSINESS SERVICES

### 10.1 Rejection of Liability Claim

ACTION ITEM

## Background Information:

The District received a liability claim that was filed on August 22, 2018, and identified as AUHSD 061518 (No Tort Form).

## Current Consideration:

After review, staff determined that a portion of the claim was not presented within six months after the event or occurrence as required by law. In addition, staff determined that the timely portion of the claim is not a proper charge.

## Budget Implication:

There is no impact to the budget.

## Staff Recommendation:

1. It is recommended that the Board of Trustees return the portion of the claim, that was not presented within six months after the event or occurrence, as required by law as untimely.
2. In addition, it is recommended that the Board of Trustees reject the timely portion of the claim as not a proper charge.
3. Finally, it is recommended that the Board of Trustees authorize staff to send the notice of return/rejection for liability claim AUHSD 061518 (No Tort Form).
10.2 Agreement, Larry Musser, Inc., DBA PRZ Consulting

ACTION ITEM

## Background Information:

The Maintenance and Operations Department has identified several opportunities for improving the athletic fields at the District's high school and junior high school campuses. Common issues include deficiencies in irrigation systems, soil conditions, invasive weed growth, microbiology, and nutrition deficiencies. These issues are complex in nature and hinder adequate growth and maintenance of athletic turf fields.

## Current Consideration:

Larry Musser, Inc., DBA PRZ Consulting (PRZ) is a qualified and highly regarded company that consults in the field of athletic turf maintenance. They have worked with several school districts in Orange County and surrounding areas to develop installation and renovation specifications, as well as comprehensive maintenance plans and best management practices.

PRZ will provide a detailed assessment of the existing field conditions, repair recommendations with budgets, and a comprehensive maintenance plan to sustain high quality athletic fields given our current field use requirements.

## Budget Implication:

The total cost is not to exceed $\$ 31,340$. (General Funds and Routine Restricted Maintenance Funds)

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

### 10.3 Public Service Easement, Savanna High School

## Background Information:

The Savanna High School modernization project will renovate the main parking lot to improve vehicular circulation and student drop-off areas. The design includes the addition of a new driveway approach with a new signalized intersection at North Gilbert Street as approved by city of Anaheim.

## Current Consideration:

The District will be responsible for the installation of the new traffic signal, control equipment, electrical conduits, and loops in accordance with the city-approved plans. The granting of a public service easement to the city of Anaheim is required for the purpose of city access and maintenance of the traffic signal equipment, and it does not constitute a transfer of property ownership.

Budget Implication:
There is no impact to the budget.

## Staff Recommendation:

It is recommended that the Board of Trustees approve granting the easement. [EXHIBIT B]

## EDUCATIONAL SERVICES

### 10.4 Naming of Facility, Thomas Miner Gymnasium

ACTION ITEM

## Background Information:

Board Policy 5201, Naming of Facility, was adopted on April 14, 2011, by the Board of Trustees to develop procedures for the naming of facilities to honor individuals in the District. As per the Board of Trustees' request, an ad hoc committee was formed to review the proposals and to make policy recommendations to the superintendent for Board consideration.

## Current Consideration:

The Board of Trustees is requested to approve the request to rename Lexington Junior High School's gymnasium after Thomas Miner. Coach Miner coached football at Anaheim, Cypress, and Western high schools. He worked at Lexington Junior High School as a physical education teacher, athletic director, and the head football coach. Coach Miner is credited for starting the first Challenger Football Program in California. The District's ad hoc committee evaluated the request, developed a report, and made a recommendation to the Board for their consideration.

Budget Implication:
There is no impact to the budget.

## Staff Recommendation:

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

### 10.5 North Orange County Regional Consortium (NOCRC), Adult Education ACTION ITEM Block Grant, Appointment of Designee and Alternate

Background Information:
In 2013-14, the State Budget included a two-year, $\$ 25$ million total, statewide adult education planning grant, AB 86. AB 86 called for the development of local regional consortia comprised of representatives from community college districts, $\mathrm{K}-12$ districts, and other organizations that serve a role in adult education (each consortium was defined by the boundaries of a community college district). The purpose of the planning grant was to evaluate existing adult education programs, identify needs and gaps, as well as develop plans to address the identified needs and gaps.

To transition from planning to implementation, the 2015-16 State Budget includes a $\$ 500$ million Adult Education Block Grant (AEBG) to be allocated among the regional consortia. The accompanying trailer bill, AB 104, includes language that identifies the program areas of adult education that can be funded through this allocation and the necessary decision making structure. Specifically, AB 104, Article 9, Section 84905(a) authorizes a community college district, school district, county office of education, or any joint powers authority to join the local adult education consortium as a member. Section 84905(c) states that a member of the consortium shall be represented only by an official designated by the governing board of the member; and Section 84905(d)(1) describes the decision making procedures, including a requirement that all members of the consortium shall participate in any decision made by the consortium, Section 84905(d)(1)(A).

## Current Consideration:

The three entities that make-up the North Orange County Community College District (NOCCCD) are all integral parts of the NOCRC. The NOCRC includes, as equal members, the three entities of NOCCCD, Anaheim Union High School District (AUHSD), Fullerton Joint Union School District (FJUHSD), Los Alamitos School District (LASD), and Placentia-Yorba Linda Unified School District (PYLUSD). Currently, Jei Garlitos, coordinator of alternative education, and Araceli Chavez, parent involvement specialist, serve on the NOCRC executive committee. It is recommended that due to Mr. Garlitos' extended absence, Araceli Chavez be the interim designee for AUHSD for the 2018-19 year and Dr. Renae Bryant be the interim alternate.

## Budget Implication:

There is no impact to the budget.
Staff Recommendation:
It is recommended that the Board of Trustees approve Araceli Chavez as the appointed AUHSD interim designee and Dr. Renae Bryant as the AUHSD interim alternate designee for NOCRC.

### 10.6 Contract, Alternative and Auqmentative Communication Evaluation, Cindy Cottier

## Background Information:

The District employs psychologists, speech and language pathologists, as well as other personnel who evaluate a student's needs for special education related services. The District has both the right and obligation to assess special education students in all areas of suspected disability. Under the Individuals with Disabilities Education Act and California special education law, a parent of a 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)
Staff Recommendation:
It is recommended that the Board of Trustees approve the contract. [EXHIBIT C]

## HUMAN RESOURCES

### 10.7 Public Hearing, Disclosure of Collective Bargaining Agreement with AFSCME

INFORMATION ITEM

Background Information:
The Board of Trustees must hold a public hearing to hear comments related to the collective bargaining agreement with the American Federation of State, County, and Municipal Employees (AFSCME) for 2018-21, in accordance with AB 1200 (Statutes of 1991, G.C. 3547.3, Chapter 1213). Copies of the disclosure are available for review and study in the Business Office, 501 N. Crescent Way, Anaheim, California.

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

## Budget Implication:

There is no impact to the budget.

## Staff Recommendation:

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

### 10.8 Adoption of the 2018-21 Collective Bargaining Agreement with AFSCME

## Background Information:

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

## Current Consideration:

The tentative agreement includes a one percent increase on the salary schedule retroactive to the beginning of the 2017-18 year. The agreement also includes other contract language changes including a three year one range salary adjustment for identified employee classifications and a shift of the reduction of athletic facility workers on the Budget Stabilization Plan to 2021-22. The new collective bargaining agreement will be for a term of three years from July 1, 2018, through June 30, 2021.

## Budget Implication:

The increase to employees' salary effective July 1, 2017, for AFSCME unit members will impact the general fund budget with an additional estimated expense of $\$ 210,000$ per year. Contract language providing for a three year one range salary adjustment for identified employee classifications and a shift of the reduction of athletic facility workers on the Budget Stabilization Plan to 2021-22, and will impact the general fund budget with an additional estimated general fund expense of approximately $\$ 1.5$ million over the three year period. (General Funds)

## Staff Recommendation:

It is recommended that the Board of Trustees adopt the agreement. [EXHIBITS D and E]

### 10.9 Memorandum of Understanding (MOU) with ASTA, Health and Welfare Program Changes for 2019

## Background Information:

Due to the high costs associated with benefits for employees, the District has maintained an Insurance Committee that meets throughout the year reviewing, monitoring, and analyzing the status of the health and welfare plan for our District employees. The committee is comprised of representatives from each of the four employee associations and/or union, plus representatives from management, and the Board of Trustees. The committee works closely with our consultants, Gallagher Benefit Services, to review data and trends, as well as explore cost saving measures for the following year. Specific changes to the Preferred Provider Organization (PPO) and Exclusive Provider Organization (EPO) plans are discussed, considered, and recommended, which would take effect at the beginning of the new plan year. Each of the collective bargaining groups negotiates specific plan changes with the District. The tentative agreement is then written as an MOU, signed by both parties, and brought to the Board of Trustees for approval.

## Current Consideration:

The District has negotiated this MOU with the Anaheim Secondary Teachers Association (ASTA) on health and welfare changes for the PPO and EPO plans, as well as the prescription plan through Express Scripts, for the 2019 plan year, which will take effect January 1, 2019.

Budget Implication:
The projected increase for all employee groups is projected to be $\$ 794,000$. (Health and Welfare Funds)

Staff Recommendation:
It is recommended that the Board of Trustees approve the MOU with ASTA for the 2019 Health and Welfare Program. [EXHIBIT F]

Background Information:
Due to the high costs associated with benefits for employees, the District has maintained an Insurance Committee that meets throughout the year reviewing, monitoring, and analyzing the status of the health and welfare plan for our District employees. The committee is comprised of representatives from each of the four employee associations and/or union, plus representatives from management, and the Board of Trustees. The committee works closely with our consultants, Gallagher Benefit Services, to review data and trends, as well as explore cost saving measures for the following year. Specific changes to the Preferred Provider Organization (PPO) and Exclusive Provider Organization (EPO) plans are discussed, considered, and recommended, which would take effect at the beginning of the new plan year. Each of the collective bargaining groups negotiates specific plan changes with the District. The tentative agreement is then written as an MOU, signed by both parties, and brought to the Board of Trustees for approval.

## Current Consideration:

The District has negotiated this MOU with the Anaheim Personnel and Guidance Association (APGA) on health and welfare changes for the PPO and EPO plans, as well as the prescription plan through Express Scripts, for the 2019 plan year, which will take effect January 1, 2019.

Budget Implication:
The projected increase for all employee groups is projected to be $\$ 794,000$. (Health and Welfare Funds)

Staff Recommendation:
It is recommended that the Board of Trustees approve the MOU with APGA for the 2019 Health and Welfare Program. [EXHIBIT G]

### 10.11 Memorandum of Understanding (MOU) with CSEA, Health and Welfare Program Changes for 2019

## Background Information:

Due to the high costs associated with benefits for employees, the District has maintained an Insurance Committee that meets throughout the year reviewing, monitoring, and analyzing the status of the health and welfare plan for our District employees. The committee is comprised of representatives from each of the four employee associations and/or union, plus representatives from management, and the Board of Trustees. The committee works closely with our consultants, Gallagher Benefit Services, to review data and trends, as well as explore cost saving measures for the following year. Specific changes to the Preferred Provider Organization (PPO) and Exclusive Provider Organization (EPO) plans are discussed, considered, and recommended, which would take effect at the beginning of the new plan year. Each of the collective bargaining groups negotiates specific plan changes with the District. The tentative agreement is then written as an MOU, signed by both parties, and brought to the Board of Trustees for approval.

Current Consideration:
The District has negotiated this MOU with the California School Employees Association (CSEA) on health and welfare changes for the PPO and EPO plans, as well as the prescription plan through Express Scripts, for the 2019 plan year, which will take effect January 1, 2019.

## Budget Implication:

The projected increase for all employee groups is projected to be $\$ 794,000$. (Health and Welfare Funds)

Staff Recommendation:
It is recommended that the Board of Trustees approve the MOU with CSEA for the 2019 Health and Welfare Program. [EXHIBIT H]

### 10.12 Memorandum of Understanding (MOU) with AFSCME, Health and Welfare Program Changes for 2019

## Background Information:

Due to the high costs associated with benefits for employees, the District has maintained an Insurance Committee that meets throughout the year reviewing, monitoring, and analyzing the status of the health and welfare plan for our District employees. The committee is comprised of representatives from each of the four employee associations and/or union, plus representatives from management, and the Board of Trustees. The committee works closely with our consultants, Gallagher Benefit Services, to review data and trends, as well as explore cost saving measures for the following year. Specific changes to the Preferred Provider Organization (PPO) and Exclusive Provider Organization (EPO) plans are discussed, considered, and recommended, which would take effect at the beginning of the new plan year. Each of the collective bargaining groups negotiates specific plan changes with the District. The tentative agreement is then written as an MOU, signed by both parties, and brought to the Board of Trustees for approval.

## Current Consideration:

The District has negotiated this MOU with the American Federation of State, County and Municipal Employees (AFSCME) on health and welfare changes for the PPO and EPO plans, as well as the prescription plan through Express Scripts, for the 2019 plan year, which will take effect January 1, 2019.

Budget Implication:
The projected increase for all employee groups is projected to be $\$ 794,000$. (Health and Welfare Funds)

Staff Recommendation:
It is recommended that the Board of Trustees approve the MOU with AFSCME for the 2019 Health and Welfare Program. [EXHIBIT I]

### 10.13 Memorandum of Understanding (MOU) with MMA, Health and Welfare Program Changes for 2019

Background Information:
Due to the high costs associated with benefits for employees, the District has maintained an Insurance Committee that meets throughout the year reviewing, monitoring, and analyzing the status of the health and welfare plan for our District employees. The committee is comprised of representatives from each of the four employee associations and/or union, plus representatives from management, and the Board of Trustees. The committee works closely with our consultants, Gallagher Benefit Services, to review data and trends, as well as explore cost saving measures for the following year. Specific changes to the Preferred Provider Organization (PPO) and Exclusive Provider Organization (EPO) plans are discussed, considered, and recommended, which would take effect at the beginning of the new plan year. Each of the collective bargaining groups negotiates specific plan changes with the

District. The tentative agreement is then written as an MOU, signed by both parties, and brought to the Board of Trustees for approval.

## Current Consideration:

The District has negotiated this MOU with the Mid-Managers Association (MMA) on health and welfare changes for the PPO and EPO plans, as well as the prescription plan through Express Scripts, for the 2019 plan year, which will take effect January 1, 2019.

Budget Implication:
The projected increase for all employee groups is projected to be $\$ 794,000$. (Health and Welfare Funds)

## Staff Recommendation:

It is recommended that the Board of Trustees approve the MOU with MMA for the 2019 Health and Welfare Program. [EXHIBIT J]
10.14 Initial Contract Proposal, AUHSD to AFSCME

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

## Current Consideration:

Before the negotiation process begins, proposals are presented to the public via a Board of Trustees' meeting. The District's initial contract proposal to AFSCME for the 2018-19 year is presented to the Board of Trustees.

Budget Implication:
There is no impact to the budget.

## Staff Recommendation:

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

### 10.15 Public Hearing, Initial Contract Proposal, AUHSD to AFSCME INFORMATION ITEM

## Background Information:

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

## Current Consideration:

The Board must hold a public hearing of the District's initial contract proposal to AFSCME for the 2018-19 year. This is the public's opportunity to provide feedback and voice their support or any concerns associated with the proposal.

## Budget Implication:

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

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

Current Consideration:
Before the negotiation process begins, proposals are presented to the public via a Board of Trustees' meeting. AFSCME's initial contract proposal to the District for the 2018-19 year is presented to the Board of Trustees.

Budget Implication:
There is no impact to the budget.

## Staff Recommendation:

Although this is an information item only, requiring no formal action by the Board of Trustees, it is recommended that the Board officially receive the proposal in order to proceed to the public hearing. [EXHIBIT L]
10.17 Public Hearing, Initial Contract Proposal, AFSCME to AUHSD INFORMATION ITEM

Background Information:
The Board of Trustees is required to hold a public hearing to hear comments related to the American Federation of State, County and Municipal Employees (AFSCME) initial contract proposal to the District.

Current Consideration:
The Board must hold a public hearing of AFSCME's initial contract proposal to the District for the 2018-19 year. This is the public's opportunity to provide feedback and voice their support or any concerns associated with the proposal.

Budget Implication:
There is no impact to the budget.
Staff Recommendation:
Although this is an information item only, requiring no formal action by the Board of Trustees, it is recommended the Board formally open a public hearing to provide the public an opportunity to speak on the proposal.

### 10.18 Board of Trustees' Announcement of Appointment/ Reappointment Candidate of Personnel Commission Member

Background Information:
The Personnel Commission of the Anaheim Union High School District is composed of three members that apply the rules and principles of the merit system pursuant to Education Code requirements. Each commissioner is appointed for a three-year term that expires on December 1 of the third year. The Commissioners' terms are staggered. According to the Education Code and Personnel Commission rules, the Board of Trustees appoints one of the three commission members.

## Current Consideration:

The term of the current Board of Trustees' appointed Personnel Commission Member Mr. Paul Andresen expires on December 1, 2018. Therefore, the Board of Trustees must begin procedures of an appointment or reappointment for the new three-year term. The Board must publically announce the name of the person it intends to appoint or reappoint. To provide members of the public the opportunity to express their views on the intended appointment/reappointment, the Board must hold a public hearing at least 30 days, but no later than 45 days, after the announcement of the intended appointment. After the public hearing, the Board of Trustees will then take action on the appointment/reappointment. The public hearing and action to appoint will occur at the Board meeting on November 8, 2018.

The Personnel Commission requests the Board of Trustees determine the person it intends to appoint or reappoint and publicly announce its candidate as the Board of Trustees' Personnel Commission appointee for the term commencing December 1, 2018, and ending on December 1, 2021.

## Budget Implication:

There is no impact to the budget.

## Staff Recommendation:

It is recommended that the Board of Trustees discuss the candidate it intends to appoint or reappoint and take formal action to publicly announce its candidate as the Board of Trustees' Personnel Commission appointee for the term commencing December 1, 2018, and ending on December 1, 2021.

### 10.19 Compensation for District Counsel

ACTION ITEM
Staff Recommendation:
Employment agreements are required for unrepresented upper-level management employees. It is recommended that the Board of Trustees discuss and approve the compensation for District counsel.
11. CONSENT CALENDAR

ACTION ITEM

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

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

## BUSINESS SERVICES

### 11.1 Business Associate Agreement, Express Scripts Holding Company (ESI) and Save On SP, LLC

Background Information:
The District has been utilizing Express Scripts Holding Company (ESI) as the pharmacy benefit manager of its self-funded Preferred Provider Organization (PPO) and Exclusive Provider Organization (EPO) medical plans since January 1, 2018.

Annually, ESI presents cost containment measures to reduce the cost of health benefits to the District's Insurance Committee for review.

## Current Consideration:

Save On SP is a manufacturer sponsored co-pay assistance program that offsets the high cost of designated specialty medications for complex conditions for the subscriber and to the District's prescription plan. The 25 percent administration fee is charged from the savings that are achieved through the Save On SP program. Specifically, ESI retains 10 percent and Save On SP retains 15 percent. Services will begin January 1, 2019.

## Budget Implication:

The total savings is anticipated to be $\$ 340,352$, but actual savings may be more or less based on usage and offset availability. There is no cost to the District if no savings are achieved through this program. (Health and Welfare Funds)

## Staff Recommendation:

It is recommended that the Board of Trustees approve the agreement with Express Scripts Holding Company and Save On SP, LLC. [EXHIBIT M]

### 11.2 Pigayback Bids, Purchase Through Public Agency

## Background Information:

At the December 7, 2017, Board meeting, the Board of Trustees approved the submission of Grant \#G18339 through the South Coast Air Quality Management District (SCAQMD). This grant is available to school districts to replace pre-1994 school buses with a Gross Vehicle Weight Rating of more than 14,000 pounds. Through the grant, SCAQMD committed to pay $\$ 121,000$ per school bus awarded, plus $\$ 4,500$ per bus to have a fire suppression system installed. The District is responsible for any additional options not included in the base model, such as air conditioning, wheelchair lifts and equipment, luggage racks, or engine retarders. The District was awarded 15 new buses for a total award amount of \$1,957,500 (which includes $\$ 75,000$ toward propane fueling infrastructure).

## Current Consideration:

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 our legal requirements. 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. Staff has determined that the South County Support Services Agencies Bid\# 14005 to Creative Bus Sales, Inc. is the best value for the acquisition of propane buses. With the inclusion of additional options, the total cost of the 15 buses is $\$ 2,461,790$.

Budget Implication:
The total expenditure for the 15 buses will be $\$ 2,461,790$. The District will receive $\$ 1,882,500$ from SCAQMD as a part of grant \#G18339.

Additionally, the District will receive $\$ 75,000$ to offset the cost of the propane fueling station. The District's portion of the cost for the buses will be $\$ 579,289$. (General Funds)

## Staff Recommendation:

It is recommended that the Board of Trustees approve the purchase of 15 propane buses from Creative Bus Sales, Inc. utilizing the South County Support Services Agency's piggybackable Bid\# 14005 pursuant to PCC 20118.

### 11.3 Award of Bids, Lighting

Background Information:
The District is exploring options to reduce operating costs by pursuing energy efficiency projects. Maintenance and Operations Department has identified energy efficient lighting as one such method to reduce energy use, and has already successfully completed installation of LED lights at six schools, Cypress and Kennedy high schools, Lexington and Walker junior high schools, as well as Hope School and Oxford Academy, using in-house labor and substantial rebates from Southern California Edison.

## Current Consideration:

The District has been working with Anaheim Public Utilities to increase the rebate incentives offered for LED lighting retrofits at the school campus located in the city of Anaheim as we plan on expanding this energy efficiency project throughout the rest of the District. Using force account labor, Maintenance and Operations Department plans to retrofit existing fluorescent lights with LED interior lights at the remaining campuses between now and summer 2019. In order to purchase the materials necessary for this project, the District had to issue a public bid request pursuant to Public Contract Code 20111.

The amounts shown below are best annual estimates and actual amounts expended could be higher or lower. The following bids were from the lowest, most responsible, and responsive bidders.

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

| Bid\# | Service | Award | Amount |
| :--- | :--- | :--- | :--- |
| 2019-07 | LED Lamps, Fixtures, and <br> Supplies | Facilities Solution Group, Inc. | $\$ 145,800$ |
|  |  | Ray-Lite Industries, Inc. | $\$ 29,750$ |
|  |  | Rayvern Lighting Supply Co., Inc. | $\$ 15,896$ |
|  |  | Walter's Wholesale Electric Co. | $\$ 11,222$ |
|  |  | Waxie Sanitary Supply | $\$ 95,184$ |

## Budget Implication:

The total anticipated annual expenditure is listed above, but actual amounts may be more or less based on usage and market conditions. (General Fund and/or Routine Restricted Maintenance Funds)

## Staff Recommendation:

It is recommended that the Board of Trustees award bids, pursuant to Public Contract Code 20111, for the purchase of various LED lamps, fixtures, and related supplies from the listed suppliers for up to three years, renewable annually by the District's director of Purchasing and Central Services.

### 11.4 Declaring Certain Furniture and Equipment as Unusable, Obsolete, and/or Out-of-

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

## Staff Recommendation:

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

### 11.6 Donations

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

### 11.7 Purchase Order Detail Report and Change Orders

Staff Recommendation:
It is recommended that the Board of Trustees ratify the reports September 4, 2018, through October 2, 2018. [EXHIBITS Q and R]

### 11.8 Check Reqister/Warrants Report

Staff Recommendation:
It is recommended that the Board of Trustees ratify the report September 4, 2018, through October 2, 2018. [EXHIBIT S]

### 11.9 SUPPLEMENTAL INFORMATION

11.9.1 ASB Fund, August 2018 [EXHIBIT T]
11.9.2 Cafeteria Fund, July 2018 [EXHIBIT U]
11.9.3 Enrollment, Month 2 [EXHIBIT V]

## EDUCATIONAL SERVICES

### 11.10 Terms and Conditions, Sprint Corporation

Background Information:
On August 16, 2018, the Board of Trustees approved a Board item to participate with
Teachers College, Columbia University (Columbia) in a research cohort as part of Sprint's
1 Million Project (1MP). On September 12, 2018, the District found out the scope of

Columbia's project had been reduced and would not include the District, but that Sprint still wanted to proceed with the project directly with the District.

## Current Consideration:

Sprint provided an electronics terms and conditions page to fill out District information and submit with a "yes" to Sprint's terms and conditions. Sprint has since increased the number of devices from 1,000 to 1,500 . The District will be a full 1 MP member.

Budget Implication:
There is no impact to the budget.

## Staff Recommendation:

It is recommended that the Board of Trustees ratify the terms and conditions.
[EXHIBIT W]

### 11.11 Memorandum of Understanding (MOU), University of Irvine (UCI) School of Law

## Background Information:

In 2016, the Board approved the MOU with the University of California, Irvine (UCI) School of Law. The UCI School of Law partnered with Anaheim High School and the District to enroll 50 students in the Saturday Academy of Law (SAL) held at the UCI School of Law for six consecutive Saturdays. A District teacher, hired by UCI to teach the curriculum, was assisted by UCI Law students. Interspersed with the academic content were guest speakers, including Superior Court judges, law firm attorneys, government and public interest advocates, as well as law enforcement professionals.

Current Consideration:
For the 2018-19 year, the UCI School of Law will once again partner with the District to enroll 50 students. The SAL will extend invitations to students at Anaheim, Cypress, and Savanna high schools. The SAL will consist of six Saturday morning classes for $9^{\text {th }}$ grade students. Students will receive class books and additional instructional materials. Students will submit an application in accordance with the program requirements. Services will be provided October 13, 2018, through March 30, 2019.

## Budget Implication:

The total cost is not to exceed $\$ 19,000$. (General Funds)
Staff Recommendation:
It is recommended that the Board of Trustees approve the MOU. [EXHIBIT X]

### 11.12 Educational Consulting Agreement, Dance Masters

Background Information:
The District became the lead fiscal agency for a Tobacco Use Prevention Education (TUPE) consortium grant, in the amount of $\$ 1,732,590$ for a three-year term from 2017-20. The District and the Anaheim Elementary School District (AESD) are consortium partners. 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 school sites and all District comprehensive schools, as well as Gilbert and Polaris high schools. In addition, youth development activities related to tobacco, e-cigarette cessation, and prevention are expected by each participating school, as well as ongoing prevention education for staff, students, and parents. Student assemblies will enhance the TUPE
curriculum, as well as provide students with real world experiences and information related to overall goals of the TUPE program.

## Current Consideration:

Dance Masters will provide two assembly sessions to students at Dale Junior High School. The program is an educational student dance assembly with an anti-tobacco theme focusing on encouraging students to find something they love to do and concentrate on the personal fulfillment they can gain instead of choosing to engage in negative behaviors such as tobacco, alcohol, and drug use. Dance Masters has 12 years of experience performing throughout the world and delivering custom messages tailored to each event. Services will be provided October 12, 2018, through May 23, 2019.

Budget Implication:
Costs for these services are not to exceed $\$ 1,800$. (TUPE Funds)

## Staff Recommendation:

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

### 11.13 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 Orange County Health Care Agency (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 previously 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 2018-19 year. Services are being provided July 1, 2018, through June 30, 2019.

Budget Implication:
Mental health funds have been budgeted by the District to offset any additional costs of providing mental health services. (Special Education Funds)

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

### 11.14 OCDE Special Education Legal Alliance Membership

## Background Information:

The Special Education Legal Alliance (Alliance) is a collaborative comprised of all school districts in Orange County. The Alliance provides districts professional development, trainings, seminars, outreach, advocacy, and other supports addressing special education issues. The Alliance also supports various legal issues related to special education matters that have significant impact on districts throughout the county. This year, the review committee has recommended District dues for the 2018-19 year to be set at $\$ 0.10$ per average daily attendance. This recommendation was approved by the district
superintendents at the Executive Committee on March 23, 2018. The District has been implementing this membership since 2005.

## Current Consideration:

The Alliance will provide education, support, advocacy, and assistance to the District on important legal issues related to special education matters. The District significantly benefits from Alliance services. Services are being provided July 1, 2018, through June 30, 2019.

Budget Implication:
Costs for these services are not to exceed $\$ 2,918.12$. The amount paid for the 2017-18 year was $\$ 2,942.18$. (Special Education Funds)

Staff Recommendation:
It is recommended that the Board of Trustees ratify the payment of membership dues to the Orange County Special Education Legal Alliance. [EXHIBIT AA]

### 11.15 Inter-Special Education Local Plan Area (SELPA), Memorandum of Understanding (MOU), Fullerton Joint Union High School District (FJUHSD)

## Background Information:

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

## Current Consideration:

Fullerton Joint Union High School District (FJUHSD) has requested to enter into an MOU with the District, permitting students from FJUHSD to be enrolled in specialized programs operated by the District. The MOU for placing students with disabilities from FJUHSD in the District programs is presented to the Board of Trustees for consideration of approval. Services are being provided August 8, 2018, through June 30, 2019.

Budget Implication:
FJUHSD will fund these services per the billing agreement between FJUHSD and District/Greater Anaheim Special Education Local Planning Agency (SELPA).

## Staff Recommendation:

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

### 11.16 Transportation Agreement, Savanna High School

## Background Information:

Under the Individuals with Disability Education Act (IDEA), the District is obligated to provide transportation services to students with disabilities that require transportation to receive a Free and Appropriate PublicEducation (FAPE). The District's Transportation Department safely and effectively transports approximately 700 students with disabilities 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. Under these circumstances, alternative forms of transportation are provided through contracted services or through reimbursing parents the cost incurred in transporting their student. 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 provided regarding the student or family.

## Current Consideration:

The Board of Trustees is requested to ratify the regular school year transportation agreement to reimburse the parent of a special education student attending Savanna High School, located at 301 North Gilbert Street, Anaheim, CA 92801, for providing round trip daily transportation to school, August 8, 2018, through May 23, 2019.

Budget Implication:
The total cost is not to exceed $\$ 431.64$. (Special Education Funds)

## Staff Recommendation:

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

### 11.17 Instructional Membership, Colleqe Board

Staff Recommendation:
It is recommended that the Board of Trustees ratify the membership with College Board for the 2018-19 year, at an amount not to exceed $\$ 400$. (General Funds)

### 11.18 Instructional Materials Submitted for Display

The Instructional Materials Review Committee (IMRC) recommended the selected material for display, for courses in dual enrollment and English. Before the materials can be approved for adoption, they must be made available for public review. The Board of Trustees will be requested to consider adoption of the materials following the end of the period of public display, October 12, 2018, through November 8, 2018.

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

### 11.19 Instructional Materials Submitted for Adoption

Adopt the selected instructional materials. The Instructional Materials Review Committee has recommended the selected books for dual enrollment, English, social sciences, and world languages courses. The books have been made available for public view.

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

### 11.20 Field Trip Report

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

## HUMAN RESOURCES

### 11.21 Psychological Internship Program

Background Information:
The District provides federally mandated psychological services to students through the Individualized Education Plan (IEP) process. In addition to these mandated services, psychologists provide services to Section 504 students and general education students,
consult with administration, counselors, teachers, and support staff, as well as assist the entire campus and community during crisis responses. Over the last few years, the role of the school psychologist has increased to include involvement in response-to-intervention, Positive Behavioral Interventions and Supports (PBIS), and other school and District initiatives and interventions. The District currently employs 18 full-time psychologists. To supplement psychological services and to alleviate the impact of the expanded role of the school psychologist, the District has provided opportunities for unpaid psychology interns to assist our school sites and gain valuable field experience at District school sites.

Some school psychology services that are provided to Medi-Cal eligible students are reimbursed by Medi-Cal through a claims process. The Medi-Cal reimbursements received by the District are restricted funds that can only be spent on certain programs and services.

## Current Consideration:

To meet CaISTRS required daily minimum rates, the District is proposing to increase the pay for psychological interns. To maintain the current level of psychological services to our students and to attract highly sought after and talented psychology interns completing their required graduate fieldwork hours, the District is proposing to create a new daily pay rate that would allow school psychology interns to be paid at the January 1, 2019, California minimum wage of $\$ 12$ per hour. Services provided by paid interns would be a valuable benefit to our students, would ease the workload for our psychologists, and would allow our current psychologists to focus on higher-level services to students. Interns would continue to work under the supervision of the District psychologists and would enter an internship agreement that clearly outlines the roles, expectations, and responsibility of the paid psychology intern. The internship agreement would require all participants to follow District policy and practice regarding work expectations, confidentiality, safety, and dress. In addition to the paid interns, the District may continue offering unpaid internships to undergraduates, or those starting their graduate program.

Budget Implication:
Intern psychologists will be paid $\$ 96$ per day effective July 1, 2018. (Medi-Cal Funds)

## Staff Recommendation:

It is recommended that the Board of Trustees ratify the increase in pay.

### 11.22 2018-19 First Quarterly Report, Williams Uniform Complaints

## Background Information:

The Williams Uniform Complaints report summarizes all complaints relative to adequate textbooks and instructional materials, teacher vacancies or misassignments, facilities conditions, as well as intensive instruction and services for students who have not passed the California High School Exit Examination (CAHSEE) by the end of the $12^{\text {th }}$ 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, July 1, 2018, through September 30, 2018, states there were no complaints during this quarter.

Budget Implication:
There is no impact to the budget.

Staff Recommendation:
It is recommended that the Board of Trustees accept the report. [EXHIBIT GG]

### 11.23 Certificated Personnel Report

Staff Recommendation:
It is recommended that the Board of Trustees approve/ratify the report as submitted. [EXHIBIT HH]
11.24 Classified Personnel Report

Staff Recommendation:
It is recommended that the Board of Trustees approve/ratify the report as submitted. [EXHIBIT II]
12. SUPERINTENDENT AND STAFF REPORT INFORMATION ITEM
13. BOARD OF TRUSTEES' REPORT

INFORMATION ITEM
Announcements regarding school visits, conference attendance, and meeting participation.
14. ADVANCE PLANNING

INFORMATION ITEM

### 14.1 Future Meeting Dates

The next regular meeting of the Board of Trustees will be held on Thursday, November 8, 2018, at 6:00 p.m.

Thursday, December 13
14.2 Suggested Agenda Items
15. ADJOURNMENT

ACTION ITEM

> In compliance with the Americans with Disabilities Act, individuals with a disability who require modification or accommodation in order to participate in this meeting should contact the executive assistant to the superintendent at (714) 999-3503 by noon on Monday, October 8, 2018 .

## AGREEMENT

THIS AGREEMENT is effective OCTOBER 12, 2018, and it is made by and between LARRY MUSSER, INC., DBA PRZ CONSULTING hereinafter referred to as "CONTRACTOR," and the Anaheim Union High School District, hereinafter referred to as "DISTRICT."

WHEREAS, the DISTRICT is in need of special services as it relates to the maintenance and renovation of athletic turf fields; and

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

NOW, THEREFORE, the parties hereto agree as follows:

1. CONTRACTOR shall provide the services and equipment in accordance with the requirements of the specifications contained in EXHIBIT A, which are hereby incorporated by reference into this Agreement.
2. The CONTRACTOR shall commence providing services under this Agreement on OCTOBER 12, 2018, and will diligently perform as required and complete said services as an independent contractor and not as an employee of the DISTRICT.
CONTRACTOR. Work shall be completed by the CONTRACTOR within NINETY(90) calendar days from the commencement date of this Agreement.
3. The DISTRICT will prepare and furnish to the CONTRACTOR upon request such information as is reasonably necessary to the performance of the CONTRACTOR to this agreement.
4. The DISTRICT will pay the CONTRACTOR a total not-to-exceed amount of THIRTYONE THOUSAND THREE HUNDRED FORTY DOLLARS $(\$ 31,340)$ for services rendered pursuant to this AGREEMENT and as explained in EXHIBIT A attached herein. The DISTRICT will approve all invoices prior to payment to CONTRACTOR for work that has been performed, which will paid on a NET 30 day payment term after such approval.
5. The CONTRACTOR will hold prices firm for the duration of the fiscal year ending or until all work associated with the project(s) are complete.
6. The DISTRICT may at any time and for any reason terminate this Agreement and compensate CONTRACTOR only for services rendered to the date of termination. Written notice by the DISTRICT's Superintendent shall be sufficient to stop further performance of services by CONTRACTOR. The notice shall be deemed given when received or no later than three days after the day of mailing, whichever is sooner.
7. CONTRACTOR agrees to and shall hold harmless and indemnify the DISTRICT, its officers, agents, and employees from every claim or demand made and every liability or loss, damage, or expense of any nature whatsoever, 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 or expense sustained by the CONTRACTOR or any person, firm or corporation employed by the CONTRACTOR upon or in connection with the services called for in this agreement except for liability for damages referred to above which result from the sole negligence or willful misconduct of the DISTRICT, its officers, employees, or agents.
b. Any injury to or death of persons or damage to property, sustained by any persons, firm, or corporation, including the DISTRICT, arising out of, or in any way connected with the services covered by this AGREEMENT, whether said injury or damage occurs either on or off school DISTRICT property, except for liability for damages which result from the sole negligence or willful misconduct of the DISTRICT, its officers, employees, or agents.

The CONTRACTOR, at CONTRACTOR's expense, cost and risk, shall defend any and all actions, suits, or other proceeding that may be brought or instituted against the DISTRICT, its officers, agents, or employees on any such claim, demand, or liability and shall pay or satisfy any judgment that may be rendered against the DISTRICT, its officers, agents, or employees in any action, suit, or other proceedings as a result thereof.
8. During the term of the contract, the successful bidder shall, at its own cost and expense maintain the following types of insurance:
i. Commercial General Liability Coverage, "occurrence" form only, to include bodily injury and property damage for premises and operations, contractual liability, independent contractors, personal and advertising injury, and wrongful termination with a combined single limit not less than $\$ 1,000,000$ per occurrence and an annual general aggregate limit not less than $\$ 2,000,000$. The policy shall be endorsed to name the District, its governing boards and commissions and the individuals thereof, and all its officers, agents, employees, representatives and volunteers, as additional insured.
ii. Workers' Compensation insurance with limits as required by the Labor Code of the State of California and Employers Liability insurance limits of \$1,000,000 per accident.
iii. Business Automobile Liability Coverage with limits as required by the State of California.
9. At the time of AGREEMENT award and during the entire term of the contract, the successful bidder, including all subcontractors, shall fully comply with the provisions of Education Code Sections 45125.1 and 45125.2 when District determines that the successful bidder's employees and employees of subcontractors will have more than limited contact with pupils in the performance of the work. In addition, it shall be the District's responsibility to take appropriate steps to protect the safety of any pupils that may come in contact with the CONTRACTOR. Attached is the District's standard Certification Criminal Records Check 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 this AGREEMENT, in whole or in part.
10. This AGREEMENT is not assignable or delegable without written consent of the parties hereto.
11. CONTRACTOR shall comply with all applicable federal, state, and local laws, rules, regulations, and ordinances including worker's compensation.
12. CONTRACTOR, if an employee of another public agency, certifies that CONTRACTOR will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually performed pursuant to this AGREEMENT
(AGREMMENT CONTINUED NEXT PAGE)

3 of 7
ANAHEIM UNION HIGH SCHOOL DISTRICT
13. The parties have caused this AGREEMENT to be executed by duly authorized representatives as indicated herein.

CONTRACTOR:
Larry Musser, Inc. dba PRZ Consulting 3335 Double Tree Court
Colorado Springs, CO 80921
(Signature, Authorized Representative)
Larry Musser
Name
President
Title
84-1195780
(SSN or Federal ID number)
719-265-6003
(Telephone)
larry@prz.com
(Email Address)
(Date)

## DISTRICT:

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


Jennifer Root
Assistant Superintendent, Business Anaheim Union High School District
$\frac{10 / 3 / 18}{\text { (Date) }}$

DISTRICT Board of Education Approval Date:
Attachment: -Certification - Criminal Records Check -EXHIBIT A

## CERTIFICATION CRIMINAL RECORDS CHECK AB 1610, 1612 and 2102 <br> BID 2017-09

To the Governing Board of Anaheim Union High School DISTRICT:
I, $\qquad$ certify that:
Name of Contractor

1. I have carefully read and understand the Notice to Contractors Regarding Criminal Record Checks (Education Code Section 45125.1) required by the passage of $A B 1610,1612$ 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 $\qquad$ , California on $\qquad$ .
Date

Signature

Typed or printed name

Title

## Address

Telephone


SBORTS TUR1. CONBULTING
9/28/18

Lance Bidnick
Director Maintenance \& Operations
Anaheim Union High School District
501 North Crescent Way
Anaheim, CA 92801
714-999-3581
RE: PRZ Sports Field Overview Assessment
Seventeen Sights with Sports Fields
Lance:
It was great to meet with you today. Per our conversation, here are my fees for doing a PRZ Sports Field Assessment. I charge \$1,500 for a 1-day site visit and \$2,500 for a 2 day visit and I can visit 10 sites in one day if I am with one of your men with knowledge of each field.

I charge $\$ 1,000$ per site for the assessment of 17 sites but more per site if less than 10 sites. I can hire an experienced person to pull the samples for you from each site but not necessarily from each field at each site as we discussed. He will charge $\$ 1,000$ per day and take up to 3 days to get them all. I would have him pull an average of 4 sets of samples at each site at a cost of $\$ 135$ per set or $\$ 520$ per site which includes freight. I have attached the data sheets that will need to go in with the soil samples. I would also need your crew to fill out the attached Audit forms. Any additional site visits to present the assessment results to the School Board, user groups or maintenance crew would be at the \$1,500 1-day site visit but I could combine 2 of these in 1 site visit. Many Cities and School Districts notify the user groups that you are hiring a "National Sports Field Consultant" to give you the very best fields possible for your location! These groups are normally excitingly awaiting the results and will help them help you implement the results.

For these fees you will receive an assessment of each field at each site, the condition I found them in, how they got that way, what needs to be done on each field and a local contractor's price to fix them. Also, you will receive a list equipment you would need to maintain these fields properly and an annual maintenance calendar for each field at each site.

17 site assessments @\$1,000 \$17,000
2-day Site visit @ \$2,500
\$2,500
Soil samples pulled and sent in and paid for
\$11,840
Total
$\$ 31,340$

I can start on these assessments in as early as 2-3 weeks from now.
Let me know if you have questions.
Sincerely,


Larry Musser
President

Recording Requested by:
City Clerk of the City of Anaheim
WHEN RECORDED MAIL TO:
CITY CLERK CITY OF ANAHEIM
P.O. BOX 3222

ANAHEIM, CA 92803


EXEMPT-GOVERNMENT AGENCY
(Government Code $\S \S 6103 \& 27383$ )

By: $\qquad$
City Clerk, City of Anaheim
(Space Above Line For Recorder's Use Only)

EASEMENT DEED

| City Deed \# |  |
| :---: | :---: |
| APN \# | $071-100-62$ |
| File \# | ACQ2018-01038 |

FOR A VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, ANAHEIM UNION HIGH SCHOOL DISTRICT OR ORANGE COUNTY, CALIFORNIA, a public school district duly organized and existing under chapter 1 of Division 3 of Title 2 of the Education Code of the State of California. ("Grantor") HEREBY GRANTS to the CITY OF ANAHEIM, a municipal corporation ("Grantee") a public service easement for traffic signal facilities for purposes to construct, reconstruct, install, replace, reconfigure, operate, maintain, repair, relocate, remove, inspect, observe, and study Grantee's facilities, equipment, and related appurtenances in, on, over, under, upon, above, along and across the land in the City of Anaheim, County of Orange, State of California, described in Exhibits "A" and " $B$ " attached hereto and incorporated by reference herein ("Easement Area"), together with all rights of ingress and egress thereto, including the right to enter onto the Easement Area with such vehicles, machinery, and equipment as may be necessary or convenient to the construction, reconstruction, installation, replacement, reconfiguration, operation, maintenance, repair, relocation, removal, inspection, observation, and study of said facilities, equipment, and appurtenances.

Except as otherwise provided herein, Grantee has the right to prevent any activity on or use of the Easement Area that (a) is inconsistent with the purposes of this easement; (b) interferes with or is harmful to Grantee's rights herein; or (c) interferes with or is harmful to Grantee's facilities. Granter agrees not to use or allow the use of the Easement Area in such a way as to impede, harm, or interfere with (a) the Grantee's rights as defined herein; or (b) Grantee's facilities. Grantee will backfill to grade, pay reasonable costs of removal, repair or restoration, of grass or asphalt only within the Easement Area affected by work performed by Grantee in furtherance of the rights granted herein.

## ANAHEIM UNION HIGH SCHOOL DISTRICT OF ORANGE COUNTY, CALIFORNIA, a public school district duly organized and existing under Chapter 1 of Division 3 of Title 2 of the Education Code of the State of California

DATED: $10 / 3 / 18$


## LEGAL DESCRIPTION FOR

## A PUBLIC SERVICE EASEMENT FOR TRAFFIC SIGNAL FACILITIES

APN 071-100-62

A public service easement for traffic signal facilities over those portions of the Southeast Quarter of the Southwest Quarter of Section 7, Township 4 South, Range 10 West, in the Rancho Los Coyotes, in the City of Anaheim, County of Orange, State of California, as shown on map recorded in Book 51, at Page 10 of Miscellaneous Maps, records of Orange County California, described as follows:

COMMENCING at the South $1 / 4$ Section Corner of Section 7, Township 4 South, Range 10 West per Record of Survey Map 135 in Book 48, said point also being on the centerline intersection of Gilbert Street ( $32^{\prime}$ half width) and Southerly Section Line of Section 7, Township 4 South, Range 10 West, Official Records of said County;

Thence northerly along said centerline of Gilbert Street, North $00^{\circ} 21^{\prime} 20^{\prime \prime}$ West a distance of 1329.61 feet to a point on the North line of Southeast $1 / 4$ of the Southwest $1 / 4$ of Section 7, Township 4 South, Range 10 West per Record of Survey Book 135 Page 48, said point also being the POINT OF.BEGINNING;

Thence along said North line of Southeast $1 / 4$ of the Southwest $1 / 4$ of Section 7 , Township 4 South, Range 10 West, South $88^{\circ} 57^{\prime} 16^{\prime \prime}$ West, a distance of 32.00 feet to the TRUE POINT OF BEGINNING;

Thence along said North line South $88^{\circ} 57^{\prime} 16^{\prime \prime}$ West a distance of 11.00 feet;

Thence leaving said North line South $00^{\circ} 21^{\prime} 20^{\prime \prime}$ West a distance of 38.59 feet;

Thence South $88^{\circ} 57^{\prime} 16^{\prime \prime}$ West a distance of 49.00 feet;

Thence South $00^{\circ} 21^{\prime} 20^{\prime \prime}$ West a distance of 15.00 feet;

Thence North $88^{\circ} 57^{\prime} 16^{\prime \prime}$ East a distance of 35.00 feet;

Thence South $00^{\circ} 21^{\prime} 20^{\prime \prime}$ West a distance of 7.00 feet;

Thence North $88^{\circ} 57^{\prime} 16^{\prime \prime}$ East a distance of 14.00 feet;
Thence South $00^{\circ} 21^{\prime} 20^{\prime \prime}$ West a distance of 19.00 feet;

Thence North $88^{\circ} 57^{\prime} 16^{\prime \prime}$ East a distance of 11.00 feet;

## EXHIBIT "A" <br> LEGAL DESCRIPTION FOR A PUBLIC SERVICE EASEMENT FOR TRAFFIC SIGNAL FACILITIES

Thence North $00^{\circ} 21^{\prime} 20^{\prime \prime}$ West, along a line parallel with and 32.00 feet distant from said centerline, a distance of 79.60 feet to the POINT OF BEGINNING.

Contains 1,709 square feet, more or less.
Exhibit "B" attached hereto and by this reference made a part hereof.
This description was prepared by me or under my direction:




## Contract to Provide

## Alternative and Augmentative Communication Evaluation

 Anaheim Union High School District fund an independent alternative and augmentative communication evaluation and has requested that the District contract with Ms. Cindy Cottier for the evaluation. The District has agreed to fund the evaluation pursuant to the Greater Anaheim SELPA IEE Policy and contract with Ms. Cottier to complete the evaluation under the following terms and conditions:

1. The District agrees to fund an augmentative and alternative communication evaluation to be conducted by Ms. Cindy Cottier at a total cost not to exceed two thousand dollars (\$2.000).
2. In exchange for the total amount not to exceed $\$ 2,000$, Ms. Cottier agrees to the following:
a. Perform an alternative and augmentative communication evaluation.
b. Create a written report.
c. Attend an IEP meeting to review the evaluation and findings.
3. In addition to completing the foregoing, Ms. Cottier agrees to the following:
a. Will consult and collaborate with District assessment personnel.
b. Provide the District the written report at least five (5) business days prior to any IEP meeting scheduled to review the evaluation.
c. Provide the District a copy of all protocols used in the evaluation. The protocols shall be provided with the written report.
d. Will not use any subcontractor or other personnel to provide any portion of the work to be performed without first obtaining written approval by the District.
e. Will be acting as an independent contractor and will not be working directly for the District.
4. It is understood and agreed that any recommendation for services made following the evaluation and agreed to by the IEP team will not be implemented by Ms. Cottier.
5. This Agreement requires approval by the Board of Trustees of Anaheim Union High School District. Once executed by all Parties, this Agreement will be placed on the agenda for the next regularly scheduled Board of Trustees meeting.
6. Payment contained herein is contingent upon Board approval and submission of an original itemized invoice detailing the work completed and/or expenses incurred. The District agrees to pay the invoice within 45 days of receipt of all of the following: (1) an itemized invoice, (2) the written evaluation including protocols, and (3) this fully executed Agreement.
7. Indemnification and Hold Harmless:
a. To the fullest extent allowed by law, Ms. Cottier shall defend, indemnify and hold harmless the District and its directors, officers, agents, employees and guests against any claim or demand arising from any actual or alleged act, error, or omission by Ms. Cottier or her directors, officers, agents, employees, volunteers or guests arising from Ms. Cottier's duties and obligations described in this agreement or imposed by law.
b. To the fullest extent allowed by law, the District shall defend, indemnify and hold harmless Ms. Cottier and its directors, officers, agents, employees and guests against any claim or demand arising from any actual or alleged act, error, or omission by the District or its directors, officers, agents, employees, volunteers or guests arising from the District's duties and obligations described in this agreement or imposed by law.
8. Parties shall cooperate in executing any documents and/or completing any actions necessary to implement this Agreement.
9. The Parties acknowledge that this Agreement is confidential and will not be shared except as required by law. The Parties agree to disclosure and admissibility of this Agreement for implementation and/or enforcement.
10. This Agreement may be signed in counterparts permitting signatures to appear on separate signature pages. A copy or original of this document with all signatures pages appended together shall be deemed a fully executed Agreement
11. This Agreement may be executed by fax signature such that a fax signature acts as an original.
The Parties hereto have approved this Agreement.

Dated:


Dated: $\qquad$


Anaheim Union High School District
By:
Celeste Krueger,
Director Special Youth Services

## AGREEMENT BETWEEN

# ANAHEIM UNION HIGH SCHOOL DISTRICT 

## AND

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

For the Period

July 1, 2018
to

June 30, 2021

Board Approved: Pending Approval

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## ATTACHMENTS

A 2017-2018 Salary Schedule
B MOU: Bilingual Classification Pay (July 18, 2012)
Intentionally left blank (replaced by Appendix H)
D MOU: Transportation work assignments when Equalization is contractually not in effect (January 21, 2011)

E Understanding between District and AFSCME pertaining to Certain Articles in the Collective Bargaining Agreement

F MOU: Bus Driver Work Year
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H MOU: Health and Welfare Program Change for 2018 (October 3, 2017)
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## AGREEMENT

This Agreement is made and entered into this $1^{\text {st }}$ day of July 2018, by and between the Board of Trustees of the Anaheim Union High School District, whose address is 501 Crescent Way, Anaheim, California, 92803-3520, hereinafter referred to as the "District" or "Board" and the American Federation of State, County and Municipal Employees, Local 3112 (Council 36), whose address is 2111 W. Crescent Ave., Suite A, Anaheim, CA 92801, hereinafter referred to as the "Union" or "AFSCME".

## ARTICLE 1: RECOGNITION

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

## INCLUDED

Athletic Facilities Technician<br>Athletic Facilities Worker I<br>Athletic Facilities Worker II (Female)<br>Athletic Facilities Worker II (Male)<br>Auditorium Operations Assistant<br>Auditorium Operations Technician<br>Bus Driver<br>Custodian<br>Custodian-Athletic Facilities<br>Driver Instructor<br>Electronics Technician<br>Equipment Operator<br>Equipment Repair Mechanic<br>Food Service Assistant I<br>Food Service Assistant II<br>Food Service Assistant III<br>Food Service Assistant III-Bilingual<br>Food Service Assistant IV-Food Preparation<br>Food Service Equipment Technician<br>Graphic Arts Technician<br>Graphic Production Specialist<br>Grounds Maintenance Worker<br>Heavy Equipment Operator<br>HVAC/EMCS Technician<br>Instrument Repair Technician<br>Inventory Control Specialist<br>Irrigation Systems Technician<br>Maintenance Carpenter<br>Maintenance Electrician<br>Maintenance Floor/Plaster Worker<br>Maintenance Glazier<br>Maintenance Locksmith<br>Maintenance Painter<br>Maintenance Plumber<br>Maintenance Service Worker<br>Maintenance Welder/Fabricator<br>Mechanic<br>Network Technician<br>Nutrition Services Production Assistant

Nutrition Services Sous Chef
Offset Press Operator
Pool Maintenance Technician
Senior Custodian
Senior Equipment Operator
Senior Warehouse Worker-Central Warehouse
Senior Warehouse Worker-Nutrition Services
Shop Equipment Repair Technician
Technology Service Technician
Technology Services Assistant
Transportation Dispatcher
Transportation Operations Specialist
Warehouse Worker-Central Warehouse
Warehouse Worker-Nutrition Services
See Attachment E regarding PERB proceeding, LACE5741-E

## EXCLUDED

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

The Union, in turn, recognizes the Board as a duly elected representative of the people and agrees to negotiate exclusively with the Board through the provisions of the Rodda Act.
1.1 It is agreed by the parties that both AFSCME and the Anaheim Union High School District have negotiated the principle of "seniority" into this collective bargaining agreement wherever it is possible to do so. All applications of seniority are specifically noted within this agreement.
1.2 It is agreed by the parties that effective on the date of the signing of this reopener, all skilled maintenance work performed on the weekend shall be performed by skilled craft-workers covered by this collective bargaining agreement, not by maintenance lead workers nor any other management or supervisory employees of the District. This clause shall be applied with equal force to ensure that semi-skilled and un-skilled maintenance work will not be performed by management or supervisory employees on the weekends.

## ARTICLE 2: HEALTH AND WELFARE

2.1 The District shall contribute towards the cost of medical, dental, life, vision care, short term income protection, and accidental death/dismemberment insurance benefits for active employees who are within the unit as indicated below:
2.1.1 See Attachment $E$ regarding PERB proceeding, LACE5741-E
2.1.2 Life and accidental death/dismemberment insurance for employees and life insurance protection for employee's spouse and eligible children.
2.1.3 Dental insurance for employee and eligible dependents (no deductible) $\$ 1,500 / \$ 1,700$ yearly maximum per person including $70 \%$ coverage for major dental procedures or Delta Care PMI dental insurance.
2.1.4 Vision health services with special contact lens provisions for employees and eligible dependents.
2.1.5 Alcohol, drug abuse and psychological care utilizing MHN Company for employees, spouse, and eligible dependents.
2.1.6 Short term income protection plan. Up to two years, $\$ 5,000$ maximum, $66.6 \%$ of income with a sixty (60) day elimination period. American Fidelity Assurance Company shall be the administrator and the plan provider.
2.1.7 Hearing aids and annual hearing examination for employees only.
2.2 The Union shall have the right to contact the Health and Welfare contract administrator directly for any information it wishes relative to the plan.
2.3 In the event an employee expires while in paid status, currently covered surviving dependents shall be extended District health and dental benefits coverage at District expense for a period of four (4) additional calendar months following the month of the employee's death. (Increase to four (4) months from one (1) month effective January 1, 2005.)
2.4 The District will maintain a self-insurance plan, using the contract administrator of its choice. The District shall consult with the Union through the District Insurance Committee if it wishes to change contract administration.
2.5 Employees, spouse, and dependents may select the doctor of their choice and reimbursement will be approved at a reasonable and customary rate set by the foundation doctors and/or insurance companies.

See Attachment E regarding PERB proceeding, LACE5741-E

### 2.7 Insurance Committee

See Attachment E regarding PERB proceeding, LACE5741-E

### 2.8 Eligibility

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

Employees on unpaid leave of absence who wish to participate in the program may do so by depositing their premium costs with the District Business Office.

### 2.9 Employee Assistance Programs

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

## ARTICLE 3:ORGANIZATIONAL SECURITY

### 3.1 Dues Deduction

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

Provided the District receives at least 25 requests, payroll deduction for voluntary political contributions through AFSCMEs "PEOPLE" Program, or other similar programs, shall also be provided by the District to AFSCME.
3.1.1 Non-benefited food service positions will come under this provision through attrition.
3.1.2 Non-benefited food service employees who are not currently AFSCME members will have until July 1, 2000 to complete an exclusionary form.

Failing to complete an exclusionary form by that date will result in AFSCME membership.
3.2 All permanent classified employees shall sign in ink and deliver to the Union Business Office and the District Payroll Office an official District payroll deduction authorization for Union membership dues. Pursuant to such authorization, the District shall deduct monthly dues from the regular salary check of the employee.
3.3 Said deduction, together with a written statement of names and amounts deducted, as well as the "People" deductions, shall be forwarded within thirty (30) calendar days to the Union headquarters. Changes in the amounts of dues to be deducted shall be requested in writing by the Union. The District shall not be obligated to put into effect any new or changed deduction until the pay period commencing fifteen (15) calendar days after such submission. The District will implement the changes as soon as practicable.
3.4 All employees who sign voluntary dues deduction authorization cards, shall have such authorization cards remain in effect until each annual period from March 1 to March 31 of each year of this Agreement.
3.5 The right of payroll deduction for payment of organizational dues shall be accorded by the Board to AFSCME, and shall not be accorded to any other organization whose employees are part of the bargaining unit represented by AFSCME.
3.6 Any employee represented by AFSCME, Local 3112, who feels s/he cannot continue to pay his/her Union dues, fees and general assessments due to a financial hardship, may petition in writing to the Executive Board of AFSCME, Local 3112, a request for review of his/her personal circumstances to allow the employee to withdraw from the Union. This review shall be done on an individual/ confidential basis; the decision shall be left solely to the Executive Board of AFSCME, Local 3112.

### 3.7 Hold Harmless

3.7.1 The Union agrees to pay to the District all reasonable legal fees and legal costs incurred in defending against any court action and/or administrative action before the Public Employment Relations Board challenging the legality or constitutionality of the agency fee provisions of this Agreement or the implementation. In addition, AFSCME understands and agrees that Article 3.8, hold harmless, shall pertain to AFSCME holding the District harmless to any and all claims, challenges, and litigation that might arise regarding or related to Article 3.
3.7.2 The Union shall have the exclusive right to decide and determine whether any such action or proceeding referred to in 3.7.1 above shall or shall not be compromised, resisted, defended, tried, or appealed.
3.8 The District and Union recognize that an employee may at any given time, be employed both by Anaheim Union High School District and by Anaheim City School District. In the situation where a work-related problem in this District may require the involvement of the Anaheim City School District, this District will make every effort to insure that the Anaheim City School District recognizes the Union as representative of the employee and to urge the Anaheim City School District to cooperate with the Union and to otherwise allow it to fully represent the employee.

## ARTICLE 4: GRIEVANCE PROCEDURES

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

### 4.1 Rights of the Union

4.1.1 Individual Rights - This grievance procedure is not intended to deny the right of an individual to seek a satisfactory resolution to his/her problem by him/herself.
4.1.2 If a unit member is not represented by the Union or its representative, the District shall notify the Union whenever a grievance has been filed, and prior to an adjustment of the grievance shall notify the Union of the proposed adjustment and shall provide the Union with the opportunity to respond to the proposed adjustment.

### 4.2 General Provisions

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

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

### 4.2.5 Failure to Meet Time Limits

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

Time limits hereunder may be lengthened or shortened in any particular case only by mutual written agreement. The parties will attempt in good faith to adjust time limit problems which occur after Step 1 as a result of the summer recess, winter break or spring break.
4.2.6 The grievant and grievance representative shall be entitled to be present and to participate in all grievance meetings and discussion.
4.2.7 Unit members, not to exceed a maximum of the grievant and two (2) witnesses, shall be released from assigned responsibility without loss of compensation when participating in grievance meetings held during the school day.
4.2.8 All documents, communications, and records dealing with the processing of the grievance shall be filed separately from the personnel files of the participants.
4.2.9 For purposes of computing the time limits set forth in this Article, a "day" is any day in which the central administrative office is open for business.
4.2.10 The original written remedy sought by the grievant may be modified at any subsequent level, on mutual agreement by both parties.

### 4.3 Grievance Procedures

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

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

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

### 4.3.4 Arbitration

### 4.3.4.1 Submission to Arbitration

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

### 4.3.4.2 Selection of Arbitrator

The Union and the District shall agree upon an arbitrator. If no agreement is reached within ten (10) days, the parties shall request the American Arbitration Association to administer the selection of the arbitrator in accordance with its rules governing labor disputes. and submit to the Union and the District the names of seven (7) arbitrators, all of whom are located in Southern California, and who are members of the National Academy of Arbitrators. Each party shall alternatively strike a name until only one (1) name remains who shall be the arbitrator. The party who strikes the first name shall be determined by lot.

### 4.3.4.3 Hearing: Arbitrator's Decision

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

### 4.3.4.4 Fees and Expenses

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

### 4.3.4.5 Statement of Issues

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

### 4.3.4.6 Limitations Upon Arbitrator

The arbitrator shall have no power to alter, amend, change, add to, or subtract from any of the terms of this Agreement, but shall determine only whether or not there has been a misapplication, misinterpretation or violation of the Agreement, in the respect alleged in the grievance and the appropriate remedy. The decision of the arbitrator shall be based solely upon evidence and arguments presented by the 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 detraction) of the written terms of this Agreement.

The arbitrator shall only have the power to render an award on grievances occurring while this Agreement is in effect.

The arbitrator may hear and determine only one (1) grievance at a time unless the parties expressly agree otherwise. Both parties will in good faith endeavor to handle cases which involve the same or similar facts and issues in an expeditious and convenient manner.

No decision rendered by the arbitrator shall be retroactive beyond the beginning of the last payroll period prior to the twenty (20) day period specified in Step 1 of the grievance procedure.

### 4.3.4.7 Rules of Procedure

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

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

### 4.4 No Reprisals

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

## ARTICLE 5: WORKING HOURS

### 5.1 Workday

See Attachment E regarding PERB proceeding, LACE5741-E.

### 5.2 Workweek

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

### 5.3 Work Year

See Attachment E regarding PERB proceeding, LACE5741-E.
Warehouse Worker-Nutrition Services shall bid and receive routes based on seniority. Also, at the same time drivers, in order of seniority, will select a truck that has been designated as appropriate to the type and size of the route.

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

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

### 5.4 Lunch Periods

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

### 5.5 Rest Period

Each employee who works more than three (3) but less than eight (8) hours per day shall be provided one (1) fifteen (15) minute rest period per day. Eight (8) hour per day employees shall be provided two (2) fifteen (15) minute rest period(s) each day. Rest periods will be taken at times approved by the immediate supervisor, except rest periods shall not be scheduled by a supervisor at the end of the shift. Rest periods are a part of the regular workday and shall be compensated at the regular rate of pay for the employee and shall be taken in addition to and exclusive of the scheduled lunch period. Rest periods shall not be accumulated for any purpose.

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

### 5.6 Extra Hours

The District shall make a good faith effort to ensure that all part-time regular employees are given an equal opportunity to work extra hours and extra assignments. When the opportunity to work extra hours arises, and the extra hours do not conflict with regular employees' work schedules, regular employees shall be favored over substitutes. These extra hours shall be on a rotation based on seniority. Long-term openings shall be rotated after every two (2) weeks.

The parties agree that the above language is not meant to apply to or create overtime opportunities or health benefits.
5.6.1 In the Food Services Department, blue sheets will be updated on a regular basis, at a minimum of twice a year.
5.7 The Anaheim Union High School District shall provide an overtime/extra hours report which shall be posted monthly at each location. In order to comply with this section, the District shall post in plain view at each location all AFSCME and related substitute time sheets with names, social security numbers and ID numbers redacted.

### 5.8 Overtime

Employees shall be compensated at the rate of one and one-half (1 1/2) times the employee's regular rate of pay for any time worked in excess of eight (8) hours in any one (1) day except that it shall be after ten (10) hours for all time worked during the 10 hour/4 day work week during the summer recess and any time in excess of forty (40) hours in any calendar week. Overtime shall be specifically assigned and authorized in advance by the supervisor.
5.8.1 For the purposes of computing the number of hours worked, time during which an employee is excused from work because of paid leave shall be considered as time worked by the employee.
5.8.2 An employee having an average workday of four (4) hours or more shall be compensated for any work required to be performed on the sixth (6th) or seventh (7th) day following the commencement of the normal workweek at a rate equal to one and one-half(1 1/2) times his/her regular rate of pay. The regular workweek shall begin at 12:01 a.m. Monday.
5.8.3 An employee having an average workday of less than four (4) hours per day shall be compensated for any work required to be performed on the seventh (7th) day following the commencement of the normal workweek at a rate equal to one and one-half (1 1/2) times his/her regular rate of pay.

### 5.9 Overtime Pay on Holidays

Employees required to work on Board authorized holidays shall receive compensation, or compensatory time off, at one and one-half (11/2) times the regular rate of pay in addition to the regular rate of pay for the holiday. Compensatory time off may be given in lieu of compensation only with the voluntary agreement of the employee involved. An employee who is assigned to a contract site will follow the contract site calendar as long as the number of compensated holidays is equal to the District's calendar.

### 5.10 Compensatory Time Off, Overtime - Right of Refusal

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

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

### 5.11 Compensatory Overtime

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

### 5.12 Assignment of Voluntary Overtime

The Anaheim Union High School District shall provide an overtime/extra hours report which will be posted monthly at each location. Except in emergencies, the opportunity to work overtime at a site to which assigned will be rotated in order of seniority, with the following exceptions:
5.12.1 Overtime at Handel and Glover Stadiums and graduation shall be offered to Maintenance and Grounds employees on a rotation basis according to seniority. Each June, one (1) list will be created of those regular employees who desire to work stadium and graduation overtime. Friday morning stadium clean up will be offered to custodial employees on a rotation basis, according to seniority. Saturday morning overtime for "clean-up" at Handel and Glover will be assigned on a rotating seniority basis to Maintenance and Grounds employees, Custodians assigned to the day shift and Senior Custodians under the direction of the athletic facilities technician. For purposes of this section only, the designation "day" refers to permanent (non-probationary) custodians who are assigned to the daytime shift (not evenings) as of the start of each student school year. The District and the Union will review the list of "day custodians" and agree upon the list. Any questions as to the rotation of overtime for this section shall be first discussed internally between the District and the Union. If sufficient coverage is not available, the opportunity to work stadium and graduation overtime will be offered to all Operations employees as necessary.
5.12.2 For purpose of rotation, overtime declined shall count the same as overtime worked, except in the event such overtime is offered with twenty-four (24)hours or less advance notice, in which case the declined overtime will not count at all.

### 5.13 Night Work Differential

(See Article 11: Wages, 11.4)

### 5.14 Minimum Call-In Time

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

### 5.15 Call Back Time

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

### 5.16 Transportation

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

## ARTICLE 6: TRANSFER PROCEDURES

6.1 A transfer refers to any District action, either employee initiated or District initiated, which results in the movement of an employee from the position he/she holds immediately preceding such action to another position within the same or within a related job classification but at a different school or District administrative department.
6.2 The personnel director shall determine whether classes are sufficiently related to permit transfer between them. S/he shall consider similarity of duties, minimum qualifications, examination content and occupational group. The provisions of 6.2 may be reviewed and negotiated as part of the next reopener negotiations or upon mutual agreement of the parties.
6.3 A transfer shall be made without decrease or increase in salary rate, change in anniversary date, hours worked, accumulated illness leave, and accumulated vacation credit.

### 6.4 Voluntary Transfer

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

### 6.5 Disciplinary Transfer

A disciplinary transfer may be made only for reasonable cause.
6.6 No employee shall be transferred arbitrarily or capriciously.
6.7 All employees of the unit are considered employees of the District and the District reserves the right to transfer employees to meet the needs of the District.

## ARTICLE 7: EVALUATION PROCEDURES

7.1 The employee's assigned District manager shall make the evaluation and complete the evaluation form. Employees will be promptly informed as to who their assigned District manager is. Neither certificated teachers nor Athletic directors shall evaluate employees covered by this agreement. Evaluations shall be based on observable performance and/or data and knowledge of the evaluator. No complaint against an employee or incident of alleged misconduct shall be included in an evaluation of that employee unless the information regarding the complaint or alleged misconduct has been discussed with the employee as soon as reasonably possible. The parties agree that "reasonably possible" in the previous sentence shall at the very least mean "within thirty calendar days" of the District, or its agents, having been made aware of such information.
7.1.1 Probationary employees will be evaluated at the end of the third (3rd) and fifth (5th) months of service.
7.1.2 All other employees will have a formal evaluation at least every other year, no later than May 15.
7.1.3 Probationary or permanent employees may be evaluated more frequently if the District manager or principal feels that an evaluation would benefit the work performance of an employee.
7.1.3.1 Additionally, an evaluation will be performed at an employee's request, but in any event no more often than once per year.
7.1.4 Excellent performance shall be commended in writing on all evaluation forms.
7.1.5 The assigned District manager shall present the performance evaluation to the employee and shall discuss it with him/her and confer concerning areas of work needing improvement. The evaluation form shall be signed by the employee to indicate receipt, and he/she shall be given a signed copy.

The evaluatee's signature indicates that the evaluatee has read the document and has been provided the opportunity of attaching rebuttal
comments. Such comments shall be presented for attachment within thirty (30) working days of the date on the copy of the Performance Evaluation Report.
7.1.6 The evaluation shall be made in writing on a form to be provided by the Classified Personnel Office. This form shall be designated the "Performance Evaluation Report" form.
7.1.7 Any grievance under this Article shall be limited to a claim that the above procedures have been violated.
7.1.8 Driving evaluations for bus drivers shall not be placed in the employee's Personnel File.
7.1.9 An employee shall have unrestricted access to all materials in his or her personnel file that may affect his or her employment status, except that such material subject to inspection shall not include confidential ratings, reports, or records which were:

- Obtained prior to the person's employment.
- Prepared by identifiable examination committee members.
- Obtained in connection with a promotional examination.

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

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

7.2.1 If in the opinion of the supervisor a serious complaint is lodged against an employee, the employee shall be notified within a reasonable period of time. Complaints not reported to the employee under this section shall not be utilized in an evaluation or disciplinary action.
7.2.2 If the complainant pursues the matter further, the supervisor will make available to the employee a conference between the person making the complaint, the employee and the supervisor. The purpose of this conference is to resolve the issue.
7.2.3 Complaints that are not resolved as per 7.2.2 above may be directed to the Superintendent.
7.2.4 If after the Superintendent has responded to the complaint, the person making the complaint is still not satisfied, further appeal may be made in writing to the Board of Trustees for its investigation and action if deemed necessary.

## ARTICLE 8: SAFETY CONDITIONS

8.1 The District shall provide employees with safe working conditions.
8.2 The District shall comply with the provisions of the California State Occupational Safety and Health Act regulations.
8.3 It shall be the responsibility of employees to report unsafe working conditions to their immediate supervisor.
8.4 Clothing or uniforms required by the District will be furnished by the District. When new uniforms are necessary, the uniforms being replaced will be returned to the District. When required, uniforms, including but not limited to the number, kind, item, style, cleaning, and replacement procedure will be as prescribed by District regulations. Employees shall be provided at least the same number, kind, item, style, and cleaning of uniforms as in the past, except that no employee shall be provided with less than five (5) sets of uniforms a year.
8.5 No employee shall be required to work under conditions dangerous to the employee's safety.
8.6 The District shall provide necessary first aid kits at all work locations. First aid kits shall be checked periodically and replenished when needed. First aid kits shall not be locked and shall be immediately available to employees. Emergency telephone numbers will be posted near all telephones.
8.7 The District will provide first aid training and CPR training to at least five (5) employees at each school and at the District Office.
8.8 For all employees, there shall be convenient coffee break rooms and restrooms which are totally smoke free. This shall include such rooms for employees who travel from school to school.
8.9 In the case of a bomb threat or other immediate threats to the health and safety of employees, employees shall not be asked or ordered to search for the bomb or otherwise perform services for which they are not trained. Whenever feasible, employees shall be informed of these threats.
8.10 The District shall provide night custodians who are working alone with a cellular phone or comparable technology to allow him/her to communicate with the District and emergency units.

## ARTICLE 9: CONCERTED ACTIVITIES

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

## ARTICLE 10: MANAGEMENT RIGHTS

It is understood and agreed that the District retains all of its powers and authority to direct, manage, and control to the full extent of the law. Included in, but not limited to those duties and powers, are the exclusive rights to determine its organization; direct the work of its employees; determine the time and hours of operation; determine the kinds and levels of services to be provided, and the methods and means of providing them; establish its educational policies, goals and objectives; insure the rights and educational opportunities of students; determine staffing patterns; determine the number and kinds of personnel required; maintain the efficiency of District operations; determine the curriculum; build, move or modify facilities; establish budget procedures and determine budgetary allocation; determine the methods of raising revenue; take action on any matter in the event of an emergency, i.e., act of God, natural disaster, act of war, declaration of martial law, strike, insurrection, revolution, flood, earthquake, fire, epidemic, plague, drought, power failure, or energy crisis; in addition, the District retains the right to hire, classify, assign, evaluate, promote, terminate and discipline employees.

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

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

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

## ARTICLE 11: WAGES

### 11.1 Salary

Effective July 1, 2017 the 2016-17 base salary schedule shall be increased by 1 percent for fiscal year 2017-18.

### 11.1 Status After Classification Review

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

### 11.2 Salary Increase

If any other employee organization receives a salary increase of any type which is a higher increase than the increase contained in this collective bargaining agreement for 2017-2018 school year, then such increase shall immediately be made effective for all employees covered by this Agreement.

It is agreed between the District and the Union that no employee organization received a higher increase than the Union for the 2017-18 school year.

### 11.3 Night Work Differential

All positions (excluding custodians, Article 11.5), the regularly assigned time of which requires the employee to work one-half (1/2) time or more between the hours of 5:00 p.m. and 7:00 a.m., shall be paid $\$ 135$ per month higher than the range for daytime employees.

### 11.4 Custodial Shift Differential

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

### 11.5 Refrigerated Area Differential

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

### 11.6 Pay Increases After Promotion

An employee who receives a promotion to a class* allocated to a higher salary range shall be placed on the first (1st) step of the salary range that reflects at least a four percent (4\%) increase, provided the new classification salary range permits this increase. Additional advancement will occur on the first (1st) of the month, following completion of six (6) months of service, regardless of step placement, and at one (1) year intervals thereafter until the maximum is achieved.
*Class: A group of positions sufficiently similar in duties and responsibilities that the same descriptive title may be used to designate each position allocated to the class; substantially the same requirement of education, experience, knowledge, and ability are demanded of incumbents; substantially the same tests of fitness may be used in choosing qualified appointees; and the same salary range may be applied with equity.

### 11.7 Longevity

Employees will be eligible for long service recognition (longevity) in the Anaheim Union High School District under the following plan:
$2 \%$ plus $\$ 519$ after ten (10) years of service with Anaheim Union High School District
$4 \%$ plus $\$ 1,543$ after fifteen (15) years of service with Anaheim Union High School District
$7 \%$ plus $\$ 2,840$ after twenty years (20) of service with Anaheim Union High School District
$10 \%$ plus $\$ 3,705$ after twenty-five (25) years of service with Anaheim Union High School District
$12 \%$ plus $\$ 3,705$ after thirty (30) years of service with Anaheim Union High School District

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

### 11.8 Working Out of Classification

Employees shall not be required to perform duties which are not fixed and prescribed for the position by the governing board in accordance with Section 45109, unless the duties reasonably relate to those fixed for the position by the Board, for any period of time which exceeds five (5) working days within a pay
period, (or four [4] working days within a week which also includes a holiday) except as authorized herein. An employee may be required to perform duties inconsistent with those assigned to the position by the governing board for a period of more than five (5) working days provided that his/her salary is adjusted upward for the entire period s/he is required to work out of classification. Such adjustments upward shall be consistent with the salary placement given a unit member who receives a promotion as indicated in Article 11.6.

## 11.9 <br> Mileage

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

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

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

### 11.10 Replacement of Personal Property

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

Covered items are:
11.10.1 prescription eye glasses, hearing aides, watches, articles of clothing, or other items necessarily worn or carried by the employee.
11.10 .2 vehicles
11.10.3 other personal property of the employee, when approval for the use of the personal property in the line of duty was given in writing by the site administrator or designee before the property was brought to the work site, and when the value of the property was agreed upon in writing by the person or persons bringing the property and the site administrator, or designee, at the time the approval for its use was given.

The following items are excluded from coverage under this article:
11.10.4 Vehicle collision (including hit and run incidents.)
11.10.5 Such personal items as tape recorders, radios, telephones, pagers, or compact disc players belonging to the employee, unless approved by the District in item 11.11.3 above. This includes items in a vehicle, regardless of whether the item is fixed or removable from the vehicle.
11.10.6 Purses or wallets, or the contents thereof (credit cards, cash, etc.).
11.10.7 Cash, credit cards, or other cash equivalent items. The maximum payment of any one claim is $\$ 1,500$ or actual cost whichever is less in the case of vehicles and $\$ 1,000$ or actual cost whichever is less for other property. Loss or damage shall be reported to the principal or supervisor, and, if appropriate, to the police as soon as the employee becomes aware of such loss or damage. Claim forms are available in the Business Division and should be forwarded through the principal or supervisor to the Business Division when completed.

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

### 11.11 Bilingual Pay

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

Principals and District department heads (Directors) shall be aware of employees who have voluntarily tested for and passed competency requirements in any language other than English. If an employee is selected for a bilingual assignment, the employee shall be compensated an additional $\$ 131$ per month for conversing, reading, and/or writing in a language other than English.

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

No employee shall lose their bilingual pay - whether based on stipend or job title - because the school where they are assigned goes through a demographic change which results in fewer students needing translation.

### 11.12 Professional Growth Program

(See attached Memorandum of Understanding.)

### 11.13 On Call Rotation, Transportation Department

See Attachment E regarding PERB proceeding, LACE5741-E.

After hours transportation dispatching will be rotated evenly among the employees holding the positions of Transportation Dispatcher, and Driver Trainer. The rotation shall be on a weekly basis from Monday 5:31 am through Monday 5:30 am. These employees will be "on call" during the after-hours period. Employees eligible for overtime will be compensated at time and a half their hourly wage for time worked which will be verified by District cell phone records and dispatcher/driver log. A minimum of 15 minutes will be paid for each incident. The dispatcher will not normally be required to be physically present at the Transportation Office but must be available via cell phone. Effective August 1, 2017, for the months of August through May, these employees when on call, will be paid a monthly stipend of $\$ 275$ for Saturday and Sunday for on call in lieu of the overtime payment of the minimum of 15 minutes for each incident.

## ARTICLE 12: VACATIONS

12.1 Earned vacation shall not be utilized until completion of the initial six (6) months of employment of the unit member unless permission is given by the District. Members of the bargaining unit who have completed six (6) months of paid 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.
12.1.1 Every employee shall earn vacation at the prescribed rate. Employees who are on leave to serve in a limited-term assignment, or who serve in a limited-term assignments during periods when they are not regularly assigned, shall earn vacation during such limited-term assignments. Vacation shall also be earned during any paid leave of absence.
12.1.2 Employees shall be entitled to vacation with pay earned at the rate of one (1) day for each month in a paid status, not to exceed twelve (12) working days of vacation in each fiscal year, computed as follows:

One (1) year or less in a paid status:
12 month unit members 12 days
11 month unit members 11 days
10 month unit members 10 days
9 month unit members 9 days
Employees in a paid status who work less than the normal eight (8) hour day shall be eligible for vacation benefits on a prorated basis using the ratio of actual time worked to eight (8) hours; i.e., a six (6) hour employee would receive $6 / 8$ th of a day per month.
12.1.3 Employees with more than one (1) year of service in a paid status are entitled to additional working days of vacation with pay in each fiscal year, in addition to those set forth in 12.1.2, computed as follows:

1 additional day at the start of the 2 nd year
2 additional days at the start of the 4th year
3 additional days at the start of the 5th year
4 additional days at the start of the 6th year
4 additional days at the start of the 7th year
5 additional days at the start of the 8th year
6 additional days at the start of the 9th year
6 additional days at the start of the 10th year
7 additional days at the start of the 11th year
7 additional days at the start of the 12th year
8 additional days at the start of the 13th year
8 additional days at the start of the 14th year
9 additional days at the start of the 15th year
10 additional days at the start of the 16th year
11 additional days at the start of the 17 th year
12.1.4 See Attachment $E$ regarding PERB proceeding, LACE5741-E.
12.1.5 All vacation days earned by twelve (12) month regular full time employees with less than five (5) years of service must be taken within twelve (12) months following the period in which earned and may not be accumulated beyond this period. Twelve (12) month regular fulltime employees, after five (5) years of service may "save" up to six (6) days of vacation earned during the preceding year to be used within the following year for an extended vacation, not to exceed twenty-eight (28) working days under adopted regulations regarding vacations.

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

### 12.1.6 Summer Time Assignments

All employees represented by AFSCME who work a nine (9), ten (10) or eleven (11) month schedule (or any schedule less than a full year) shall receive for the summer assignment, compensation and benefits that are applicable to the assignment for the full twelve month year.

The parties agree that, if the daily hours of assignment differ from the regular hours during the year, then such compensation and benefits shall prorate accordingly. In administering this section, the District shall ensure that:

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

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

The total available work days in the entire summer excluding holidays will be calculated. An employee will earn one third of the total entitlement possible by working or being in paid status for one third of those available work days, and two thirds for working or being in paid status for two thirds of those available work days. "Days in paid status" excludes holidays. (Example: 54 days are available in summer $=$ three additional days sick leave and vacation. Each 18 days in paid status for a scheduled work day ( $1 / 3$ of 54 days) $=1$ day additional vacation and sick leave, 36 average days $=2$ days, 54 work days $=3$ days.) Hours paid for vacation will be the hours worked in the summer assignment.
12.1.7 In case of termination, vacation time owed the District shall be deducted from the final paycheck.
12.1.8 A vacation once having commenced shall be terminated only by the employee becoming ill, returning to work, being laid off, being terminated from employment, or death of a member of the immediate family. Members of the immediate family, as used in this section, means the mother, father, grandmother, grandfather, or a grandchild of the employee or of the spouse of the employee and the spouse, son, son-inlaw, daughter, daughter-in-law, brother, or sister of the employee or any relative living in the immediate household of the employee.
12.1.9 On separation from service, the employee shall be entitled to lump sum compensation for all earned and unused vacation at the rate of pay applicable to his/her last regular assignment, except that employees who have not completed six (6) months employment in regular or restricted status shall not be entitled to such compensation.

## ARTICLE 13: LEAVES

### 13.1 Bereavement Leave

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

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

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

### 13.2 Jury Leave

The District agrees to grant to employees regularly called for jury duty in the manner provided by law, a leave of absence without loss of pay for time the employee is required to perform jury duty during the employee's regularly as-
signed working hours. Employees, so called for jury duty, must notify the District of service date(s) upon receiving said notice from officers of the court. The District shall pay the employee the difference, if any, between the employee's regular rate of pay and the amount received for jury duty. Employees who elect to contribute their fees to the County in which serving jury duty, must submit a copy of the receipt to payroll indicating that they donated their fee to the County. Monies granted by the court for meals, travel and parking will not be considered in computing the difference. Employees are required to return to work during any day or portion thereof in which jury duty services are not required; however, an employee excused from jury duty with less than two and one-half ( $21 / 2$ ) hours left on his/her shift shall not be required to return to work.

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

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

### 13.3 Military Leave

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

### 13.4 Tragedy Personal Necessity Leave

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

### 13.5 Paid Sick Leave

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

### 13.5.8 Verification of Absence

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

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

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

Absence for sick leave shall not be for the purpose of withholding services of assigned responsibilities.
13.5.9 An employee, while on unpaid leave of absence granted by the District, shall maintain any sick leave credits which were accumulated prior to such leave but shall not accumulate any additional sick leave credit during the period of such leave.
13.5.10 An employee who is absent from duty because of illness or accident beyond his/her accumulated sick leave shall be paid at the rate of $50 \%$ of his/her daily rate of pay for those days beyond his/her accumulated sick leave. This additional paid sick leave shall not exceed 100 working days in any one (1) fiscal year. It shall not be accumulated and shall be exclusive of any other paid leave, holidays, vacation, or authorized compensatory time to which the employee may be entitled. If the absence is due to non-industrial accident or illness, the leave shall run concurrent with sick leave. The extended sick leave described above shall be granted to all employees on July 1 of each year.

### 13.6 Industrial Accident and Industrial IlIness Leave

13.6.1 Leave resulting from an industrial accident or industrial illness shall be granted in accordance with the provisions of Education Code Sections 44043 and 45192 and this Article.
13.6.2 An employee who is absent from duty because of an illness or injury defined as an industrial accident or industrial illness, under provisions of the Workers' Compensation Insurance Law, shall be granted paid industrial leave for each such accident or illness while receiving temporary disability benefits from Workers' Compensation provided that s/he has probationary or permanent status.
13.6.3 An employee absent from duty because of illness of injury resulting from an accident or condition incurred on duty, which qualified under Workers' Compensation Insurance, shall be granted an occupational leave for each such accident provided that neither the number of days for one (1) leave nor the total number of days allowed in one (1) school year for more than one (1) such leave does not exceed a total of sixty (60) consecutive working days.
13.6.4 Occupational leave shall be granted from the first (1st) day of disability but shall not extend beyond the last day for which temporary disability
indemnity is received. Only absences which are supported by a physician's certificate and have been verified to be the result of a duty connected illness or injury can be paid under the occupational leave policy. Any absence that cannot be so verified shall be charged against the employee's leave.
13.6.5 Should the employee's absence, due to an occupational injury or illness, extend beyond sixty (60) consecutive working days, the employee shall be permitted to use accumulated sick leave until temporary disability payment ceases, until s/he returns to duty, or until illness credits have been used up, whichever is sooner.
13.6.6 During any period an employee is receiving his/her regular salary from the District, s/he is required to endorse over to the District all temporary disability payments received in accordance with Section 44983 of the Education Code. Charges to the employee's leave balances shall be as follows:
13.6.6.1 Occupational leave shall be reduced by one (1) day for each day of authorized absence regardless of temporary disability payments paid.
13.6.6.2 Sick leave and/or vacation leave shall be reduced only by that amount necessary to provide a full day's wage or salary when added to temporary disability benefits. Any employee who is absent because of a work connected illness or accident shall not be entitled to receive wages or salary from the District, which, when added to temporary disability benefits, will exceed his/her full salary during the period of his/her absence. (See Section 44043 of Education Code.)
13.6.7 During any period of absence because of an industrial accident or illness, the District will make a reasonable effort to return the employee to light duty work where it reasonably can be made available. The District shall first attempt to place the employee in his/her classification. If that is not feasible, then the District shall attempt to place the employee in the same department. If that is not feasible, the District shall attempt to place the employee in this bargaining unit. If the accident or illness causes the employee to be partially incapacitated on a permanent basis, the District will make every reasonable effort to rehabilitate the employee for another job within the District if it is feasible and of benefit to the employee.
13.6.8 While an employee is on any paid leave resulting from an industrial accident or industrial illness, the employee's salary paid by the District shall not, when added to a normal temporary disability allowance
award without penalties granted the employee under State Workers' Compensation Insurance Laws, exceed the employee's regular salary.

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

### 13.7 Court Appearance

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

### 13.8 Personal Necessity Leave of Absence

Unit members may use up to 10 days of personal necessity (PN) leave per fiscal year. The first two (2) days shall not be deducted from the accumulated sick leave. A maximum of an additional eight (8) PN days may be used which will be deducted from accumulated sick leave, as long as the PN days do not exceed the number of days of unused sick leave.

## Permissible Personal Necessity Use:

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

## Verification of Personal Necessity Leave

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

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

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

### 13.9 Leaves of Absence Without Pay

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

### 13.9.2 Reinstatement From Leave

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

### 13.9.3 District Notification

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

### 13.9.4 Failure to Return From Leave

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

### 13.9.5 Benefits While on Leave

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

### 13.9.6 Employment While on Leave

An employee, on leave of absence, may not accept other gainful employment with another employer, except ordered military or Peace Corps service, without express prior approval of the Board of Trustees.
13.9.7 Such leave of absence without pay may be granted for any of the following reasons:

### 13.9.7.1 Health

A regular classified employee shall be granted a leave of absence without pay for legitimate health purposes for specified periods of time, but usually not less than three (3) months, or more than twelve (12) months. Upon recommendation of the Superintendent, the leave may be extended at the sole discretion of the Board.

### 13.9.7.2 Short Term Personal Leave Without Pay

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

### 13.9.7.3 Pregnancy Leaves of Absences

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

### 13.9.7.4 Peace Corps

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

### 13.9.7.5 Educational Improvement

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

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

### 13.9.7.6 Serious Illness Within the Immediate Family

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

### 13.9.8 Health/Welfare Benefits While on Leave

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

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

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

### 13.10 Drug or Alcohol Rehabilitation Leave

District shall accommodate an employee with a drug or alcohol problem, provided the employee takes the initiative to acknowledge his/her problem and to request a leave, by granting a leave of up to sixty (60) working days, as long as such accommodation does not cause an undue hardship to the District. This shall be on a one-time basis only. The employee need not indicate the specific type of drug or alcohol drink abused in order to receive this leave. The District shall treat such leaves with strict confidentiality. The employee shall have the option of using all or part of sick or vacation leave and may supplement same with the necessary unpaid leave, or the employee may take the entire leave as unpaid leave.
13.11 Scheduled Paid Holidays

Independence Day
Labor Day
Veteran's Day
Thanksgiving Day
Day After Thanksgiving

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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
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### 13.12 Family Medical Leave Act

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District shall grant unpaid leave as specified by the Family Medical Leave Act.
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## ARTICLE 14: UNION RIGHTS

14.1 The District will provide all new hires with a copy of the AFSCME contract and AFSCME provided literature and will make available AFSCME membership application forms.
14.2 Upon twenty-four (24) hours prior notice to the District, and authorization by the President of the Union, the Union shall be provided a maximum of thirty-five
(35) days each fiscal year of released time with pay for the purpose of conducting Union business. Thirty-five (35) days may be taken in minimum increments of one-half (1/2) days. Where the Union needs three (3) or more consecutive days of released time, the Union will give the District at least one (1) week prior notice.
14.3 The Union shall have the right to post notices of matters of Union concern on designated bulletin boards in each school building and District building in areas frequented by employees.
14.4 The Union shall have the right to use the District mail service and individual employee mail boxes so far as such use complies with the law. The Union will deliver a copy of all materials to be mailed to the Assistant Superintendent, Human Resources, no later than the time of the mailing. AFSCME will be charged $\$ 1.00$ for each District mailout, up to a maximum of $\$ 25.00$ per year.
14.5 During each fiscal year when negotiations are in progress, and following prior notice and schedule coordination with the immediate supervisor, AFSCME authorized representatives shall be granted a total of forty-five (45) full days of released time with pay for the purpose of negotiations.
14.6 Reasonable access to school and District sites will be provided to AFSCME representatives and officers. The Union will not interfere with the work of the employees.
14.7 See Attachment E regarding PERB proceeding, LACE5741-E.
14.8 The parties agree that no reprisals shall be taken by or against any participant in the grievance procedure, or the Union-management informal problem solving process.
14.9 Whenever the District proposes to terminate an employee or to suspend an employee for three (3) or more days, the District will promptly notify the AFSCME president and the AFSCME business representative. Such notification will be verbal and written. The District may, at its option, refrain from informing the Union of the reasons for the proposed suspension or termination. The Union holds the District harmless in all matters of employee confidentiality.
14.10 Prior to September 15 of each year, the District shall provide AFSCME with a list of the names and school site location of all bargaining unit members. Prior to October 15 of each school year, the District shall provide AFSCME with a list of names, addresses, and telephone numbers of all bargaining unit members.
14.11 The District will make available to AFSCME two (2) school board packets at least forty-eight (48) hours in advance of a regularly scheduled or specially scheduled Board meeting.
14.12 Steward training may be conducted by AFSCME up to four (4) times per year on District property during regular work hours. The combined total hours for all those sessions shall not exceed eight (8) hours per year. Each session shall start either at the beginning or the end of the workday. Employees will be identified by the Union and a list submitted to the District at least two weeks prior to each training session. No more than one (1) employee per school site and no more than fifteen (15) total employees shall participate in any one training session, unless mutually agreed upon by the District and the Union. Training may also be conducted jointly by AFSCME and the District for the purpose of educating stewards and supervisors on the MOU, the Ed-Code, and other pertinent regulations to ensure cooperative labor relations. These training sessions shall be conducted in addition to the Union days off mentioned in Article 14.2 and without loss of pay for the AFSCME members attending the training.
14.13 AFSCME shall notify Human Resources, in writing, the names of its officers and job stewards on September 1 of each year. If a change is made in officers and job stewards, which occur during the course of the year, the Union shall inform Human resources within five (5) working days.

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

## ARTICLE 15: TRANSPORTATION

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

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

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

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

The vacancy shall be posted as quickly as possible after it occurs but in no event shall the posting occur more than three (3) working days after the vacancy.
15.2 As part of the employees' regular shift, there will be a twenty (20) minute warmup time each morning for purposes of checking the oil and water and otherwise preparing the bus. In the evening, there will continue to be a fifteen (15) minute period with full pay for the same purpose.
15.2.1 Layover time between trips will be one (1) hour.
15.2.2 The District will offer extra hours to regular drivers before relief drivers.
15.3 All drivers who desire overtime or non-overtime trips which are in addition to their regular route shall be accorded the opportunity to work them on an equal basis. For purposes of this section "equal" shall mean an equal number of hours paid for during the semester (combining both straight time and overtime), and overtime worked shall be counted as its premium rate (for example, overtime of four (4) hours paid at time and one half (1 1/2) shall count as six (6) hours.) Work turned back and work not assigned because the driver was not available shall count as if the work was completed. In the event a driver is off on paid status and is not in line for a trip assignment, s/he shall not be randomly charged for a trip s/he would not have been assigned. Work volunteered for during Winter recess, Thanksgiving, and Spring recess holiday periods, when school is closed, shall not count in this formula. Work turned back on a Sunday and work turned back for jury duty, bereavement or Union business also shall not count. Finally, hours added for "equalizing purposes" under subsection 15.3.2.3 below shall not count for purposes of this section. Medical, dental and eye appointments that have been scheduled for a driver's off time and made in advance of a trip notice shall not be charged. The driver shall be responsible to notify the dispatcher in writing at least three (3) work days in advance of the date and time of the scheduled appointment. Also, no driver shall be credited with a turn-down for mountain driving for which such driver is not qualified. If a driver trains to be snow or mountain certified, that driver shall be required to remain on the snow or mountain list for a period of one year. No charge will be made against drivers for workers' compensation appointments. No charge will be made against a driver who chooses not to do an overnight trip. No charge will be made against any driver going through the required recertification process, for a trip or a turn back when the times for the trip conflict with the training. When making weekend trip assignments the District will not automatically exclude drivers based upon their blue sheeted hours. All week-end trips shall be assigned from the equalization list posted on Thursday, prior to that week-end.

For purposes of equalization, any hours charged for trips turned back will be deemed as hours paid. No driver will be charged for a trip, if the driver is involved in the professional growth program (Article 11.13), which has been approved by the supervisor, for the whole trip, or any portion thereof. An equalization list shall be posted on Monday (pm) and Thursday (pm), barring any unforeseen circumstances. Drivers are responsible for submitting time cards daily.
15.3.1 If the bus driver with the most hours paid for the semester, as above, is less than fifteen (15) hours above the driver with the least hours paid, as above, then there is no violation of this section.
15.3.2 Also, it shall not be a violation of this section if both the following two conditions are met:
15.3.2.1 The discrepancy between the total hours paid for during the semester, as defined above, is not greater than fortyfive (45) among the drivers, and
15.3.2.2 The school district makes every reasonable effort to correct this discrepancy by giving within the next semester the necessary equalizing hours to the drivers who were behind more than fifteen (15) hours the previous semester. There will be no zeroing out process.
15.3.2.3 Equalization shall begin on the first day of school and shall end on midnight of the last day of school. The equalizing week runs from midnight Sunday until midnight Sunday, except on the last day before a holiday period. Equalization will end at midnight of the last day of school and will begin again at midnight of the day before school starts.
15.3.3 To be chargeable for overtime turndown for a Saturday or weekend work, the District must have notified an employee of such overtime opportunity by the drivers Friday p.m. report time. Drivers are eligible for weekend assignments regardless of their status on Friday or the last day of the workweek, provided they notify the department of their availability by 12:00 p.m. on the Friday or the last workday of the week. Upon providing proof of participation, drivers shall not be charged for a trip, if participating in the Bus Rodeo, either as a participant or a judge.
15.3.4 When trips scheduled for Saturday, Sunday, holiday, or any other nonschool days are canceled on the date of the trip, the following compensation rules shall apply:

Location of Driver at Time of Notification Hours Paid
School or pickup site 4
Bus yard 2
Driver's residence 0
For cancellations of a weekday trip, the driver shall be compensated for the actual time worked.

For cancellations of weekday evening trips, when a driver has remained "on the clock," the driver will be compensated for the actual time worked. In the case that the driver has left the job site because s/he is "off the clock" and has returned to work, the driver shall receive three (3) hours of pay. If the driver is still at home when notified, no additional compensation will be required.
15.4 In addition to 15.1 and 15.3 on the previous pages, "special needs assignments" or "early out pickups" shall be assigned to bus drivers in the following order: the most senior will receive such assignments until s/he reaches eight (8) hours in a day, and thereafter such assignments will proceed to the next most senior driver in a like manner and so on throughout the seniority list. "Special needs assignments" and "early out pickups" are defined here as those assignments which involve a small group of children or one child, occur at odd hours, are relatively permanent, and cannot be categorized as field trips.
15.5 Uniforms are required, therefore, the District shall provide, at time of hire, uniforms for all regular bus drivers; uniforms shall also be provided for the dispatcher(s) and driver trainer if requested by the dispatcher(s) or driver trainer. The number provided at time of hire will be at least five (5) complete uniforms. Replacement uniforms will be provided on an annual basis.

### 15.5.1 Uniform Options

A pre-approved list of uniforms and options shall be distributed to the drivers. Drivers will have the option to mix and match, up to ten (10) items from the list, for example: five (5) pants, three (3) shirts, one (1) jacket and one (1) sweater; as long as these items are within the allotted dollar amount, which includes names on uniforms. Each wheelchair bus shall have a District provided rain coat.
15.6 Failure to work on Friday because of jury duty, doctor's appointment, bereavement or authorized Union leave will not disqualify a driver from taking overtime trips on Saturday, Sunday or holidays.

### 15.7 Winter Break, Spring Break and Summertime Work

Selection of drivers for winter break, spring break, and summertime work shall be made by seniority order. All trip assignments shall be assigned and rotated, (through the entire list of drivers) by seniority order, with the most senior driver, in that week's rotation, receiving the longest trip assignment(s). If a driver is assigned a trip during this period, the trip shall not be re-assigned to another driver, without notifying the first driver.
15.7.1 Any long-term work will be offered on a seniority basis with the senior driver receiving the longest work assignment(s).
15.8 Out of District students whose vacation schedules are in conflict with the District shall be picked up in the following manner:
15.8.1 Entire routes (i.e., University and Venado) shall be driven by the regular driver whose vacation schedule will be adjusted to fit the school's schedule.
15.8.2 Individual students (i.e., students attending an out of District school and are added to a route on an individual basis) will be done by the regular route driver. If the driver chooses to go on vacation, the time will be added to assigned trips.
15.9 The District shall provide a dispatcher to be on duty during the normal operation of the work day. These duties are to be performed by a qualified AFSCME member or management.
15.10 Drivers who are required to take a bi-annual physical (DMV, DL51A), shall be compensated as needed, not to exceed two hours.
15.11 Mountain trips shall not be charged against equalization hours.

## ARTICLE 16: CONTRACTING OUT

16.1 Work normally performed by employees in this bargaining unit shall not be contracted out unless it can be done without transfer or layoff.
16.2 The contracting out committee shall be reinstituted as in the past.

## ARTICLE 17: PROMOTION PROCEDURES

17.1 In a promotion, the District will not change the hours of the position in order to favor one (1) candidate over another.
17.2 All benefit jobs in food service shall be posted for at least ten (10) working days at all sites.
17.2.1 This posting shall be in the kitchens on a bulletin board in plain view for all employees.
17.2.2 When a Food Service I position with greater than four hours, as above, thus providing health and welfare benefits, becomes available, the vacancy will be posted for ten (10) days. If at the conclusion of the posting there are three or more eligible candidates, the vacancy shall be filled from this list and shall not open to non AUHSD employees.

## ARTICLE 18: LAYOFF AND RECALL

### 18.1 Layoff Determinations

18.1.1 Employees subject to layoff shall be given notice of layoff not less than sixty (60) calendar days prior to the effective date of layoff. They shall be informed of their "bumping" or displacement rights, as well as their recall or reemployment rights.
18.1.2 The reason(s) for layoff shall be for lack of work or lack of funds. A layoff is any loss of regular status, including loss of employment or voluntary demotion or reduction in hours or months of employment in lieu of loss of employment.
18.1.3 The District shall not lay off an employee for disciplinary reasons or in retaliation for the exercise of Union, legal, or constitutional rights.
18.1.4 The order of layoff within a classification shall be determined by seniority according to classification seniority. The parties agree to use "date of hire" as modified below.
18.1.4.1 Employees who have been on personal leave of absence (without pay, and other than for Maternity, Military, or Peace Corps leave) shall have their dates of hire reduced to account for periods of non-paid status.
18.1.4.2 Employees who have been reinstated following a separation from service (other than for military service or Peace Corps service) shall have their dates of hire adjusted to account for periods of non-employment.
18.1.5 The employee who has the least seniority in the classification, plus higher classifications shall be laid off first.
18.1.6 In the event of equal seniority preference shall be given to the employee with the longest total service in the District (regardless of bargaining unit), determined by original date of hire. Time as a substitute, provisional or limited term employee, time as a campus aide, or any other form of non-regular employment shall not be counted in such a tie breaker.
18.1.7 If a tie exists after counting all regular employment, preference shall then be given to the employee with the longest total seniority in the District including time as a substitute, provisional or limited term employee, and time as a campus aide or any other form of non-regular employment shall be counted as a tie breaker.
18.1.8 If a tie still exists, the Director of Human Resources, Classified and an AFSCME representative will draw lots to determine preference.

### 18.2 Bumping Rights

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

### 18.3 Recall or Reemployment

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

## ARTICLE 19: SEPARABILITY AND SAVINGS

If any provision of this Agreement or any application thereof to any employee is held by the highest court in the State or by a federal court to be contrary to law, then such provision or application will be deemed invalid, to the extent required by such court decision, but all other provisions or applications shall continue in full force and effect.

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

## ARTICLE 20: ENTIRE AGREEMENT

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

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

## ARTICLE 21: PUBLICATION OF AGREEMENT

21.1 The District shall make this Agreement and updates to this Agreement available on the District website. The District will provide to employees upon request and without charge a copy of this Agreement and any changes. New employees at the time of employment will also be notified in writing of the availability of this Agreement on the District website and the right to receive a written copy.
21.2 The Union shall continue to have the opportunity to appear at orientation meetings in order to explain how the Union functions.

## ARTICLE 22: REOPENER

It is understood that during years2018-2019, 2019-2020, and the year 2020-2021, the subjects of Article 2: Health and Welfare, and Article 11: Wages and Items Related to Wages, shall be open for negotiations.

In additional to these articles referenced above, Attachment E will be reopened during 2018-19. Also, AFSCME and the District shall each have the option of opening one (1) other article of their own choice during years 2018-19, 2019-20 and 2020-21.

## ARTICLE 23: DURATION

This Agreement concludes reopener negotiations for 2017-18. In addition, the parties agree to a new three year Agreement effective July 1, 2018, that shall remain in full force and effect up to and including June 30, 2021, and thereafter shall continue in effect year by year until the parties negotiate a successor Agreement.

ANAHEIM UNION HIGH SCHOOL DISTRICT


Brad Jackson
Assistant Superintendent, Human Resources

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

By:


AFSCME President
LOCAL 3112 (COUNCIL 36)
Attachment A


Attachment A

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$2 \%$ plus $\$ 524$ after ten (10) years of service with AUHSD $4 \%$ plus $\$ 1,558$ additional after fifteen (15) years of service with AUHSD
$7 \%$ plus $\$ 2,868$ additional after twenty (20) years of service with AUHSD $7 \%$ plus $\$ 2,868$ additional after twenty (20) years of service with AUHSD

| Salary Range | Position Title | STEP 1 | STEP 2 | STEP 3 | STEP 4 | STEP 5 | STEP 6 | STEP 7 | STEP 8 | STEP 9 | STEP 10 |  |
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| 67 | NETWORK TECHNICIAN | 5,199.00 | 5,406.00 | 5,620.00 | 5,849.00 | 6,080.00 | 6,322.00 | 6,450.00 | 6,581.00 | 6,708.00 | 6,846.00 | Monthly Hourly |
|  |  | 29.53 | 30.71 | 31.94 | 33.23 | 34.55 | 35.93 | 36.65 | 37.39 | 38.12 | 38.89 |  |

Percentages and flat rates stand alone. They are not added together or compounded.
Senior Grounds Maintenance Worker Stipend for June/July 2018 (expires 8/1/18): \$135

## DISTRICT PROPOSAL

# MEMORANDUM OF UNDERSTANDING <br> BETWEEN THE <br> ANAHEIM UNION HIGH SCHOOL DISTRICT <br> AND THE <br> AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO, LOCAL 3112 (COUNCIL 36) 

July 18, 2012
This Memorandum of Understanding ("MOU") is entered into on July 18, 2012, between the Anaheim Union High School District ("AUHSD") and the American Federation of State, County and Municipal Employees, AFL-CIO, Local 3112 (Council 36) ("AFSCME").

WHEREAS, AUHSD and AFSCME have negotiated certain proposals which by this MOU they mutually agree to implement the following agreements at the present time so that these agreements will not be dependent upon ratification of a new collective bargaining agreement between the parties.

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

1. Permanent employees in the classification of Food Service Assistant III Bilingual will continue to receive their bilingual classification pay should they be assigned to a school not requiring their bilingual classification.
2. This MOU shall be effective August 1,2012 and shall be in effect through June 30, 2015.
3. AFSCME withdraws its proposal at 11.11 regarding employees losing their bilingual pay.

For the District


Date:


For AFSCME, Local 3112
By: Hell CON
Date: $07 / 18 / 2012$

## MEMORANDUM OT UNDERSTANDING

## Between the

# American Federation of State, County and Municipal Employees, Local 3112 (AFSCME) <br> and the 

## Anaheim Union High School District (AUHSD)

Transportation work assignments when Equalization is contractually not in effect
AFSCME and the AUHSD agree to temporarily modify article 15.7 of our collective bargaining agreement in the following manner:
15.7 Winter Break, Spring Break, summertime work and other periods of time where the collective bargaining agreement calls for equalization to stop being in effect.

The selection of drivers for periods of time when equalization is not in effect shall be made using seniority. The most senior drivers will receive the longest trips in that rotation until all trips are assigned through the entire list of drivers. For the time equalization is not in effect there will be a continuous rotation through te "trip assignment seniority list" starting with the most senior driver, continuing through the list of drivers on the list in seniority order and ending with the shortest trip assignment being given to the least senior driver. If more trip assignments exist when the rotation through all permanent drivers has been completed, the next longest trip assignment not already assigned shall be given to the most senior driver as their second assignment, this being the driver who was offered the longest trip assignment at the beginning of the process. The rotation through the seniority list shall continue in this fashion until all trip assignments have been assigned.

As an example, if 25 trip assignments are available during a period when equalization is not in effect and 10 drivers have requested to work during this time, then the most senior driver will be assigned the longest trip, the eleventh longest trip and the twenty first longest trip. The least senior driver will be assigned the tenth and the twentieth longest trips.

This agreement is dated: January 21, 2011
Unless mutually agreed upon, this MOU sunsets June 30, 2011.

Russell Lee-Sung
Assistant Superintendent
Human Resources


# UNDERSTANDING BETWEEN DISTRICT AND AFSCME PERTAINING TO CERTAIN ARTICLES IN THE COLLECTIVE BARGAINING AGREEMENT 

Whereas, there is presently pending before the California Public Relations Board, a proceeding between the parties, LA-CE-5741-E ("The PERB Proceeding"); and,

Whereas, the final decision in the PERB Proceeding may impact the collective bargaining contract provisions between the parties; and

Whereas, the parties desire to enter into a new collective bargaining agreement that may be impacted by the PERB proceeding.

Now therefore, it is hereby agreed as follows:
Both parties acknowledge that the tentative agreement and the successor collective bargaining agreement do not effect the rights of either party to maintain or relinquish any position in the PERB Proceeding, regarding the following provisions in the imposed Terms and conditions of Employment dated December 6, 2012:

1 Food Service Assistant IIIs assigned to an elementary school
2.1.1, 2.1.1.1 and 2.1.1.2 Health Benefits
2.5 Retirees (numbered 2.6 in 2005-08 agreement)
2.6 Insurance Committee (numbered 2.7 in 2005-08 agreement)
5.1 Workday
5.3 Work Year
12.1.4 Vacation Scheduling
14.7 AFSCME stewards and officers release time
15.9 After hours transportation dispatching

See attached language that AFSCME believes is still in, while the District does not share that belief.

FOR THE DISTRICT


DATE: $6-8.15$

FOR AFSCME


DATE: $6-8-15$

## Attachment to Collective Bargaining Agreement regarding provisions under review at PERB Proceeding, LA-CE-5741-E

## AFSCME AGREEMENT 2005-2008

1 Food Service Assistant Ills assigned to an elementary school

## ARTICLE 2: HEALTH \& WELFARE

2.1 The Board shall contribute towards the cost of medical, dental, life, vision care, short term income protection, and accidental death/dismemberment insurance benefits for active employees who are within the unit through June 30, 2004 as indicated below:
2.1.1 Effective October 1,2005 , self-insured major medical utilizing the Blue Cross Prudent Buyer Plan or Blue Cross HMO insurance for employees and eligible dependents utilizing the Preferred Provider Plan with $\$ 200$ deductible per person, maximum of $\$ 600$ per family or the HMO Plan.

### 2.1.1.1 All eligible bargaining unit members and retirees currently enrolled in the Preferred Provider Plan shall be provided with a prescription drug card utilizing a co-payment system.

2.5 Employees, spouse, and dependents may select the doctor of their choice and reimbursement will be approved at a reasonable and customary rate set by the foundation doctors and/or insurance companies.
2.6 Retirees

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

Retirees referred to in the above paragraph who wish to continue participation in the program will be required to make monthly payments, in advance; to the Business Office the difference between the current costs and the 1979-80 costs.

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

Employees who are hired after February 28, 1980 and who subsequently retire from the District with fifteen (15) or more years of service, and who have not attained the age of 60 , may participate in the major medical and dental portion of the fringe package by depositing the entire amount of the premium with the District Business Office, unless they become eligible for a group medical or dental plan with another employer.

## Attachment to Collective Bargaining Agreement regarding provisions under review at PERB Proceeding, LA-CE-5741-E

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

### 2.7 Insurance Committee

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

## ARTICLE 5: WORKING HOURS

5.1 Workday

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

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

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

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

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

## ARTICLE 12: VACATIONS

12.1.4 Earned vacation shall be taken at times requested by employees and approved by the immediate supervisor. Reasonable vacation requests shall not be denied. All vacation requests shall be given a response by the requesting employee's supervisor within five (5) working days. Employees are encouraged to schedule vacations during periods when students are not in session. Should two (2) or more employees in the same classification request similar vacation times and the District can afford to release only one, the employee with the greater classification seniority will be given preference. Vacation days can be used for family leave or personal emergencies when sick leave has expired.

# Attachment to Collective Bargaining Agreement regarding provisions under review at PERB Proceeding, LA-CE-5741-E 

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

## ARTICLE 14: UNION RIGHTS

14.7 AFSCME stewards and officers shall be allowed a reasonable amount of re-leased time with pay to resolve alleged employee/supervisor differences.

## ARTICLE 15: TRANSPORTATION

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

## DISTRICT TERMS AND CONDITIONS (12/6/12)

ARTICLE 2: HEALTH \& WELFARE
2.1 The District shall contribute towards the cost of medical, dental, life, vision care, short term income protection, and accidental death/dismemberment insurance benefits for active employees who are within the unit as indicated below:
2.1.1 Beginning with the 2013 calendar year, 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 supercomposite rate of $\$ 984$ per month $/ \$ 11,808$ per year per eligible employee. Eligible employees and eligible dependents will be covered.
2.1.1.1 All eligible bargaining unit members and retirees currently enrolled in the PPO shall be provided with a prescription drug card utilizing a co-payment system.
2.1.1.2 The blended super composite rate shall be the weighted average of the PPO and HMO super composite rates above. For 2013, the blended super composite rate shall not exceed $\$ 13,189$.

Example:
1,238 employees are in the $\mathrm{HMO}(46 \%)$
1,433 employees are in the PPO ( $54 \%$ )
$46 \%$ of $\$ 11,808=\$ 5,432.54 \%$ of $\$ 14,364=\$ 7,757$.
$\$ 5,432+\$ 7,757=\$ 13,189$ is the 2013 blended super composite rate.
2.5 Retirees - no change from 2005-08 agreement. Renumbered only.
2.6 Insurance Committee

## Attachment to Collective Bargaining Agreement regarding provisions under review at PERB Proceeding, LA-CE-5741-E

The Union may name two (2) (regular) members of the District Insurance Committee, one of whom may be the AFSCME business representative. The selected Insurance Committee representatives of the Union will attend meetings regularly. Attendance at these meetings will not count against the Union business as described in 14.2. Decisions of the insurance committee shall not be binding on AFSCME. The District and the Union will work together aggressively on health and welfare cost containment.

The Union and the District negotiations 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 the blended super composite rate of the PPO and HMO from the current year and the blended super composite rate for the new year.

The District and AFCSME 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.

## ARTICLE 5: WORKING HOURS

### 5.1 Workday

The full time employee's regular workday shall consist of eight (8) hours of work. Any reduction in assigned time shall be accomplished in accordance with the District layoff procedures in effect at the time of the action, and only after meeting and consulting with AFSCME.5.3 Work Year

### 5.3 Work Year

No employee's work year shall be reduced at the request of the employee ex-cept by voluntary agreement between the District and the Union. Any reduction in work year shall be accomplished in accordance with the District layoff procedures in effect at the time of the action, and only after meeting and consulting with AFSCME.

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

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

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

Page 5 of 6

## Attachment to Collective Bargaining Agreement regarding provisions under review at PERB Proceeding, LA-CE-5741-E

## ARTICLE 12: VACATIONS

12.1.4 Earned vacation shall be taken at times requested by employees and approved by the immediate supervisor. Reasonable vacation requests shall not be denied. In order to facilitate planning, coordination of work amongst employees and supervisor's response to employees, each employee shall submit a vacation calendar for that school/fiscal year before the end of the first working month of the employee's work year. Changes to vacation calendar may be amended throughout the year utilizing the same approval process. All vacation requests shall be given a response by the requesting employee's supervisor within five working days. Employees are encouraged to schedule vacations during periods when students are not in session. Should two (2) or more employees in the same classification request similar vacation times and the District can afford to release only one, the employee with the greater classification seniority will be given preference. Vacation days can be used for family leave or personal emergencies when sick leave has expired.

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

## ARTICLE 14: UNION RIGHTS

14.7 AFSCME stewards and officers shall be allowed a reasonable amount of re-lease time with pay following prior notice and schedule coordination with the immediate supervisor to resolve alleged employee/supervisor differences. Prior notice may vary due to the circumstances of the situation but will be done so at the earliest possible time. The District and Union will meet to mutually address any issues of release time that affect the employee's job duties and the negative impact to the other employees at the site or department.

## ARTICLE 15: TRANSPORTATION

15.9 After hours transportation dispatching will be rotated evenly among the employees holding the positions of Director of Transportation, Transportation Specialist, Transportation Dispatcher, and Driver Trainer. The rotation shall be on a weekly basis from Monday 5:31 am through Monday 5:30 am. Commencing January 1, 2013, these employees will be "on call" during the after-hours period. Employees eligible for overtime will be compensated at time and a half their hourly wage for time worked which will be verified by District cell phone records and dispatcher/driver log. A minimum of 15 minutes will be paid for each incident. The dispatcher will not normally be required to be physically present at the Transportation Office but must be available via cell phone.

## ATTACHMENT F

## MEMORANDUM OF UNDERSTANDING BETWEEN AFSCME LOCAL 3112 AND THE DISTRICT PERTAINING TO BUS DRIVER WORK YEAR

## MAY 27, 2016

The District and AFSCME agree to clarify the work year for school bus drivers.

1. Regarding Article 15 of the Agreement between the District and AFSCME, the work year over 10.1 months (184 work days) is based upon the number of regular student school days, currently 180 student instructional school days and four (4) additional work days to be scheduled by the District.
1.1 For 2015-16 only, it is understood that the last two work days will be on May 31 and June 1, 2016. (May 30 is the Memorial Day holiday.) For following school years, commencing 201617 , the four days will be scheduled by the District. Two of these four days will be scheduled prior to the start of the instructional school year.
1.2 Work days for the summer assignment of Extended School Year (ESY) are in addition to the 184 days. The number of bus routes and work days during ESY depends upon the student enrollment in ESY and the number of instructional days. As a result, the number of bus drivers and working days each year will correspond to the number of ESY student instructional days for that year.
2. The four most senior bus drivers will be known as "senior bus drivers." The work year for the four senior bus drivers shall be 208 work days including the 184 work days for regular bus drivers, the summer assignment of ESY and five additional work days to be scheduled between the end of the regular school year and the start of ESY. In case of a resignation/retirement of a senior bus driver, then the regular bus driver having the greatest seniority will fill the vacant senior bus driver position.
3. For purposes of sick leave and vacation accrual, it is agreed that all regular bus drivers shall accrue vacation and sick leave based upon 10.1 months of service effective July 1, 2015. Regular bus drivers assigned to ESY will accrue one additional day each of vacation and sick leave per section 12.1.6(4). Since the assignment of senior bus drivers includes ESY, senior bus drivers will accrue vacation and sick leave based upon 11 months of service.
4. The District may employ up to three regular bus drivers with assignments as "cover drivers." Effective upon ratification, "cover drivers" will no longer be eligible for equalization per Section 15.3.
5. Weekend and holiday split trips will be paid a minimum of four hours for the "take" and four hours for the "return." Weekday split trips will be paid actual time worked.
6. This MOU will be included within the ratification process for the ratification of the 2015-16 Reopener Negotiations between the AFSCME membership and the Board of Trustees.

This MOU is dated: May 27, 2016
FOR THE DISTRICT


## MEMORANDUM OF UNDERSTANDING

## Between the

## Anaheim Union High School District (AUHSD)

and the

## American Federation of State County and Municipal Employees, Local 3112 <br> (AFSCME)

## Health and Welfare Plan Changes for 2017 Plan Year

The Anaheim Union High School District (AUHSD) and the American Federation of State County and Municipal Employees, Local 3112 (AFSCME) agree to the following changes in health and welfare that were recommended by the Insurance Committee on October 4, 2016. The changes are effective on January 1, 2017:

## Medical Insurance

PPD

- Co-pays for generic prescriptions will increase from $\$ 5$ to $\$ 7$
- Co-pays for preferred brand prescriptions will increase from $\$ 15$ to $\$ 25$

HMO

- Co-pays for generic prescriptions will increase from $\$ 5$ to $\$ 7$
- Co-pays for preferred brand prescriptions will increase from $\$ 15$ to $\$ 25$

This MOU has no effect on any other portion of the District's benefit plan.
If an agreement is reached with any other collective bargaining group on health and welfare that contains a greater benefit than the current plan, or a higher maximum District Contribution, or plan changes, the District or AFSCME may request, and the other party will agree, to re-open negotiations on health and welfare for 2017.
This Memorandum of Understanding is dated October 28, 2016, and is subject to ratification by the Board of Trustees.


Assistant Superintendent
Human Resources


## MEMORANDUM OF UNDERSTANDING

Between the<br>Anaheim Union High School District (AUHSD)<br>and the

American Federation of State County and Municipal Employees, Local 3112 (AFSCME)
Health and Welfare Program Change for 2018
The Anaheim Union High School District (AUHSD) and the American Federation of State County and Municipal Employees, Local 3112 (AFSCME) agree to the following changes in the health and welfare program that were recommended by the Insurance Committee on October 3, 2017. Changes are effective on January 1, 2018:

## Medical Insurance

HMO

- Eliminated as of December 31, 2017

EPO (Exclusive Provider Organization)

- Added to replace HMO plan
- All co-pays, deductibles, and out-of-pocket costs will remain the same as the 2017 HMO co-pays, deductibles, and out-of-pocket costs
- Mental health services will be provided by The Holman Group
- Prescription services will be provided through Express Scripts, Inc.

The current maximum District contribution to the blended super composite rate is $\$ 15,475$. For calendar year 2018, the blended super-composite rate is $\$ 15,759$. The maximum District contribution to the blended super composite rate will be $\$ 15,759$. There will not be an employee contribution for calendar year 2018.

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 Dist ict contribution, the District or AFSCME may request, and the other party will agree, to re-open negotiations on health and welfare for 2018.

This MOU is dated: October 3, 2017


Brad Jackson
Assistant Superintendent
Human Resources


President
Local 3112, AFSCME

# MEMORANDUM OF UNDERSTANDING 

Between the
Anaheim Union High School District (AUHSD)
and the
American Federation of State County and Municipal Employees, Local 3112 (AFSCME)

## Filling Benefited Vacancies for Food Service I Positions

The following procedures shall be followed to fill benefited vacancies for Food Service I positions:

1. District's classified personnel office will prepare practical test interview questions. Eligible applicants will be current Food Service I employees. (Always same questions will be asked the applicants, credit will be given for seniority per Personnel Commission Rules)
2. The rating of the applicants will be performed by at least two Cafeteria Manager I's or II's, selected by the Director of Food Services.
3. All interviewees will be put on a "Promotion Interview List" in rank order. The "Promotion Interview List" will be valid for 12 months. At the end of 12 months a new "Promotion Interview List" will be established following these procedures.
4. The ranks provided by the Personnel Commission Director to the Director of Food Services and Assistant Director will be in accordance with the Personnel Commission Rules. The Benefited food service position will be selected from these ranks.
5. Procedures and challenges to the appointments will be handled in accordance with Personnel Commission Rules.
6. This MOU supersedes 17.2 .2 of the current agreement between the District and AFSCME.
7. This MOU is subject to ratification by the parties. Its effective date shall be January 1 , 2018 , and will be in effect through December 31, 2020. This MOU will continue in place after 2020 subject to either party requesting reøpener negotiations after December 31, 2020.

This MOU is dated:


Brad Jackson
Assistant Superintendent
Adrian Prieto
Human Resources

President
AFSCME \#3112

## MEMORANDUM OF UNDERSTANDING <br> September 6, 2018

The District will maintain the status of Athletic Facility Workers through school year 2020-2021, with the exception of one Athletic Facility Worker I position. In addition, a 1 range increase for the classifications listed below shall be implemented for three and one-half years, January 1, 2018-June 30, 2021, subject to ratification of this MOU. (This MOU will also include the 1 percent increase for all classified employees represented by AFSCME effective July 1, 2017 per Article 11.1.) This 1 range increase for the below listed classifications will sunset June 30, 2021. Continuing the 1 range increase shall be subject to reopener negotiations for 2021-22.

## Classification

Athletic Facilities Technician 57
Auditorium Operations Technician 53
Electronics Technician 59
Equipment Repair Mechanic 55
Food Service Equipment Technician 61
Heavy Equipment Operator 55
Instrument Repair Technician 61
Maintenance Carpenter 59
Maintenance Electrician 61
Maintenance Floor/Plaster Worker 59
Maintenance Glazier 57
Maintenance Painter 57
Maintenance Plumber 59
Maintenance Service Worker 53
Maintenance Welder/Fabricator 61
Mechanic 61
Pool Maintenance Technician 57
Senior Custodian 50
Senior Warehouse Worker - Central Warehouse
Senior Warehouse Worker - Nutrition Services
Shop Equipment Repair Technician
Technology Services Technician
Warehouse Worker - Central Services
Warehouse Worker - Food Service

By:


Brad Jackson
Assistant Superintendent, Human Resources
55
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## Current Salary

Range575355561556159615957575953616157505555595751
$\bigcirc \quad 51$
By:

Adrian Prieto
President, Local 3112

# Memorandum of Understanding 

Between the<br>American Federation of State, County, and Municipal Employees, Local 3112<br>and the<br>Anaheim Union High School District

June 6, 2017

## GPS/Zonar tracking devices and/or Videotape Cameras

The Anaheim Union High School District (AUHSD) and the American Federation of State, County, and Municipal Employees, Local 3112, agree to the following amendments to the Collective Bargaining Agreement (CBA) between the parties concerning the effects of GPS/Zonartracking devices and/or Videotape Cameras. Upon signing, this Memorandum of Understanding shall be fully enforceable by the parties through the grievance and arbitration procedure embodied in the current CBA between the parties.

It is also agreed between the parties that it is the intent of the parties, the next time the CBA is to be reprinted, to place the exact wording below into the CBA between the parties at 7.10 (Evaluation Procedures):
"7.10 Evidence produced by the District which does not follow the guidelines below shall not be used against an employee in a subsequent discipline or discharge hearing. If such evidence is used, then this section will be deemed to have been violated, giving the employee, through her or his union, full recourse to the grievance and the binding arbitration enforcement procedures in the CBA.

1. Data from GPS tracking devices and/or Videotape from Camera Footage controlled by the District may not be used against an employee in a subsequent discipline or discharge hearing unless a complete and full copy and enhanced copy if applicable (ofthe data or videotape or both) is provided both to the employee and to her or his AFSCME representatives (AFSCME Local 3112 President and Business Representative). For example, if an AUHSD maintenance vehicle is tracked by GPS, or seen by AUHSD Video Camera, atthe time of an accident, the Districtmust provide the employee driving the vehicle, and heror his representatives, full copies of the data from the GPS devices, and/or exact and full copies of the videotape from the videotape cameras, as such cameras viewed the events leading up to the accident, the accident itself, and the relevant events after the accident. The parties agree that simply providing a summary of the data from the GPS/Zonar, or clips from the videotape, or both, is not in any way in conformance with this MOU.
2. The parties agree that the GPS/Zonar device may be used to confirm time. This
provision shall not apply to the twenty (20) minute warm up time each morning or evening fifteen (15) minute period per section 15.2 of the \&BA

This MOU will be recommended for ratification by both patuies.


Brad Jackson
Assistant Superintendent Human Resources


President
AFSCME, AFL-CIO, Local 3112 (Council 36)

## CHANGES TO

AGREEMENT

## between the

# ANAHEIM UNION HIGH SCHOOL DISTRICT 

and the

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

for the period

July 1, 2018
through

June 30, 2021

# Tentative Agreement <br> between 

## AFSCME Local 3112 and the Anaheim Union High School District <br> September 6, 2018

The bargaining teams for AFSCME Local 3112 and the Anaheim Union High School District have reached tentative agreement with respect to reopener negotiations for the 2017-18 fiscal year. This tentative agreement is subject to ratification by the membership of Local 3112 and the District's Board of Trustees.

The bargaining teams have met and negotiated in good faith and the bargaining teams recommend ratification of the Tentative Agreement by the Local's membership and the Board of Trustees.

Amendments to the current collective bargaining agreement are stated as follows in this Tentative Agreement. All amendments shall become effective upon ratification, unless another date is specifically stated in the Tentative Agreement.

## ARTICLE 2: HEALTH AND WELFARE

The parties previously signed a Tentative Agreement on May 2, 2018, concluding negotiations regarding Article 2, Health and Welfare per the attached Memorandum of Understanding dated October 3, 2017. The October 3, 2017 Memorandum of Understanding shall update and replace Attachment $H$ to the successor Agreement.

## ARTICLE 11: WAGES

### 11.1 Salary

Effective July 1, 2017 the 2016-17 base salary schedule shall be increased by 1 percent for fiscal year 2017-18.

### 11.2 Salary Increases

If any other employee organization receives a salary increase of any type which is a higher increase than the increase contained in this collective bargaining agreement for 2017-2018 school year, then such increase shall immediately be made effective for all employees covered by this Agreement.

It is agreed between the District and the Union that no employee organization received a higher increase than the Union for the 2017-18 school year.

## ARTICLE 3: ORGANIZATIONAL SECURITY

Replace current 3.4 with the following: 3.4 All employees who sign voluntary dues deduction authorization cards, shall have such authorization cards remain in effect until each annual period from March 1 to March 31 of each year of this Agreement.

Replace current 3.8.1 with the following: 3.8.1 The Union agrees to pay to the District all reasonable legal fees and legal costs incurred in defending against any court action and/or administrative action before the Public Employment Relations Board challenging the legality or constitutionality of the agency fee provisions of this Agreement or the implementation. In addition, AFSCME understands and agrees that Article 3.8, hold harmless, shall pertain to AFSCME holding the District harmless to any and all claims, challenges, and litigation that might arise regarding or related to Article 3.

### 3.8.2 Amend 3.8.2 to refer to 3.8.1, not 3.9.1. (Update section number.)

## ARTICLE 22: REOPENER

Replace current Article 22 with the following: It is understood that during years 2018-19, 201920 and 2020-21, 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, Attachment E will be reopened during 2018-19. Also, AFSCME and the District shall each have the option of opening one (1) other article of their own choice during years 2018-19, 2019-20 and 2020-21.

## ARTICLE 23: DURATION

Replace current Article 23 with the following: This Agreement concludes reopener negotiations for 2017-18. In addition, the parties agree to a new three year Agreement effective July 1, 2018, that shall remain in full force and effect up to and including June 30, 2021, and thereafter shall continue in effect year by year until the parties negotiate a successor Agreement.

## MEMORANDUM OF UNDERSTANDING

Attachment 1 is a written Memorandum of Understanding between AFSCME Local 3112 and the Anaheim Union High School District. This Memorandum of Understanding is also subject to ratification.

This Tentative Agreement if ratified concludes all Reopener Negotiations for fiscal year 2017-18. Both negotiation teams recommend ratification by theer respective parties (AFSCME Local 3112 and the Board of Trustees).

FOR THE DISTRICT


Spencer E. Covert Chief Spokesperson



By: $\operatorname{Acnn}$ Jennifer (Root Rec loot)
Assistant Superintendent, Business Services


AFSCME Local 3112


By: Com lar
Eld an Thorn
AFSCME Local 3112

By:


Pete Schnaufer
Business Representative
AFSCME Local 3112

## September 6, 2018

The District will maintain the status of Athletic Facility Workers through school year 2020-2021, with the exception of one Athletic Facility Worker I position. In addition, a 1 range increase for the classifications listed below shall be implemented for three and one-half years, January 1, 2018-June 30, 2021, subject to ratification of this MOU. (This MOU will also include the 1 percent increase for all classified employees represented by AFSCME effective July 1, 2017 per Article 11.1.) This 1 range increase for the below listed classifications will sunset June 30, 2021. Continuing the 1 range increase shall be subject to reopener negotiations for 2021-22.

## Classification

## Current Salary <br> $\qquad$

Athletic Facilities Technician 57
Auditorium Operations Technician 53
Electronics Technician 59
Equipment Repair Mechanic 55
Food Service Equipment Technician 61
Heavy Equipment Operator 55
Instrument Repair Technician 61
Maintenance Carpenter 59
Maintenance Electrician 61
Maintenance Floor/Plaster Worker 59
Maintenance Glazier 57
Maintenance Painter 57
Maintenance Plumber 59
Maintenance Service Worker 53
Maintenance Welder/Fabricator 61
Mechanic 61
Pool Maintenance Technician 57
Senior Custodian 50
Senior Warehouse Worker - Central Warehouse
Senior Warehouse Worker - Nutrition Services
Shop Equipment Repair Technician
Technology Services Technician
Warehouse Worker - Central Services
Warehouse Worker - Food Service

By: $\qquad$
Brad Jackson
Assistant Superintendent, Human Resources
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# Between the <br> Anaheim Union High School District (AUHSD) <br> and the <br> Anaheim Secondary Teachers Association (ASTA) <br> Health and Welfare Program Change Effective January 1, 2019 

The Anaheim Union HighSchool District (AUHSD) and the Anaheim Secondary Teachers Association (ASTA) 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 $4^{\text {th }}$ 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


Anaheim Secondary Teachers Association

Between the

# Anaheim Union High School District (AUHSD) 

and the
Anaheim Personnel and Guidance Association (APGA)
Health and Welfare Program Change Effective Januarv 1, 2019
The Anaheim Union HighSchool 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 $4^{\text {th }}$ 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


# Between the <br> Anaheim Union High School District (AUHSD) <br> and the <br> California School Employees Association (CSEA) and its Chapter 74 <br> Health and Welfare Program Change Effective January 1, 2019 

The Anaheim Union HighSchool District (AUHSD) and the California School Employees Association (CSEA) agree to the following changes in the health and welfare program that were recommended by the Insurance Committee on September 18, 2018. The following changes will be effective beginning January 1, 2019:

## Medical Insurance

## EPO

- Reduce Specialist Visit Copay to $\mathbf{\$ 2 0}$


## 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 $4^{\text {th }}$ 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


Between the

## Anaheim Union High School District (AUHSD)

and the
American Federation of State County and Municipal Employees, Local 3112 (AFSCME)
Health and Welfare Program Change Effective January 1, 2019
The Anaheim Union High School District (AUHSD) and the American Federation of State County and Municipal Employees, Local 3112 (AFSCME) agree to the following changes in the health and welfare program that were recommended by the Insurance Committee on September 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 $4^{\text {th }}$ 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 fuper 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


Assistant Superintendent


Human Resources

President
Local 3112, AFSCME

# Between the <br> Anaheim Union High School District (AUHSD) <br> and the 

Mid Managers Association (MMA)
Health and Welfare Program Change Effective January 1, 2019
The Anaheim Union High School District (AUHSD) and the Mid Managers Association (MMA) 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:

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## APO

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PPD

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This MOU is dated: September 19,2018


Assistant Superintendent
Human Resources


James Patanella
President
MM

# ANAHEIM UNION HIGH SCHOOL DISTRICT (AUHSD) 

INITIAL CONTRACT PROPOSAL TO

# AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES <br> AFL-CIO, LOCAL 3112 (COUNCIL 36) (AFSCME) 

FOR THE 2018-19 SCHOOL YEAR CONTRACT

Board of Trustees Meeting
October 11, 2018

# District's Initial Negotiation Proposal for Collective Bargaining Purposes with the <br> American Federation of State, County and Municipal Employees AFL-CIO, Local 3112 (Council 36) 

The District will open negotiations with the American Federation of State, County and Municipal Employees subsequent to a public hearing before the Board of Trustees.

The District intends to open the following articles in the collective bargaining agreement.

## Article 2 Health and Welfare

The District reserves the right to present a proposal for District contributions towards the cost of health and welfare benefits and/or program design changes.

## Article 11 Wages

The District reserved the right to present a proposal for a salary increase for the 2018-2019 school year.

## Attachment E

District has an interest in updating the AFSCME agreement to reflect the holding in "The PERB Proceeding" referenced in Attachment $E$.

## AFSCME REOPENERS FOR 2018-19

## AFSCME Sunshine Proposal

## ARTICLE 15: Transportation

15.1 AFSCME is interested in possibly improving the classification hours or bidding process.
15.2 In a collaborative manner, AFSCME may wish to revise this section.
15.3 The union wishes to consider improvements in this section.
15.4 AFSCME may wish to improve the language here in order to make it more equitable,
15.5 On uniforms, AFSCME may wish to revise this section. We are interested in the District's thoughts on this matter.
15.6 This section may need to be reviewed.
15.7 Winter Break, Spring Break and Summertime Work -In our consideration of this section, we may want to explore some possible improvements in the language.
15.8 Same
15.9 Probably should be deleted.
15.10 Dispatcher language should probably be improved.
15.11 AFSCME may submit a more detailed proposal in the actual negotiations.
15.12 Mountain trips should be reviewed and possibly improved and expanded upon.

AFSCME reserves the right to add to this Transportation Article.

## ARTICLE 2: Health and Welfare

2.6 Retirees
2.7 Insurance Committee
2.8 Eligibility
2.9 Employee Assistance Program

## ARTICLE 11: Wages

11.1 Salary
11.2 Salary Increase
11.3 Night Work Differential
11.4 Custodial Shift Differential
11.5 Refrigerated Area Differential
11.6 Pay Increases after Promotion
11.7 Longevity
11.8 Working Out of Classification
11.9 Mileage
11.10 Replacement of Personal Property
11.11 Bilingual Pay
11.12 Professional Growth Program

## Business Associate Agreement

This Business Associate Agreement ("BAA") is made and entered into as of the last date signed below ("Effective Date") by and between Anaheim Union High School District, as plan sponsor of its group health plan ("Covered Entity") and Save On SP, LLC ("Business Associate"), (individually "Party"; collectively, the "Parties"), in connection with the specialty pharmacy co-pay assistance program offered and administered by Business Associate through Covered Entity's pharmacy benefit management arrangement with Express Scripts Holding Company (the "Program").

## RECITALS

WHEREAS, as a result of the administration of the Program, Business Associate will create, receive, maintain or transmit PHI (as defined herein) on behalf of Covered Entity, or otherwise have access to PHI to perform its obligations under the Program; and

WHEREAS, the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations, as may be amended from time to time, and the Health Information Technology for Economic and Clinical Health Act and its implementing regulations, as may be amended from time to time (collectively referred to as "HIPAA") requires the Parties to enter into an agreement pertaining to Business Associate's access, use and disclosure of PHI; and

WHEREAS, the Parties enter into this BAA to satisfy the requirements of HIPAA, including the requirements for business associate agreements, and to supplement and supersede any conflicting or inconsistent terms and provisions of the Program subject to HIPAA, including any exhibits or other attachments thereto and all documents incorporated therein by reference.

NOW THEREFORE, for and in consideration of the recitals above, the Parties' respective obligations under the Program and this BAA, compliance with HIPAA, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties enter into this BAA and agree as follows:

## SECTION 1 - DEFINITIONS

Capitalized terms used but not otherwise defined in this BAA have the same meaning as those terms in HIPAA.
1.1 Breach Notification Requirements. "Breach Notification Requirements" means the requirements of 42 USC § 17932 and the rules issued thereunder, including 45 CFR Part 164, Subpart D.
1.2 Business Associate. "Business A.ssociate" has the same meaning as the term "business associate" at 45 CFR § 160.103 and, in reference to the Party to this BAA, means SaveonSP.
1.3 Covered Entity. "Covered Entity" has the same meaning as the term "covered entity" at 45 CFR $\S 160.103$, and in reference to the Party to this BAA, means client's group health plan.
1.4 Individual. "Individual" has the same meaning as the term "individual" in 45 CFR § 160.103 and includes a person who qualifies as a personal representative in accordance with 45 CFR § 164.502(g).
1.5 Protected Health Information ("PHI"). "Protected Health Information" has the same meaning as the term "protected health information" in 45 CFR $\S 160.103$, limited, for purposes of this BAA to
information created, received, maintained, transmitted or accessed by Business Associate for or on behalf of Covered Entity.

### 1.6 Unsecured Protected Health Information ("Unsecured PHI"). "Unsecured Protected Health

 Information" means PHI that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary in guidance issued under section 13402(h)(2) of Pub. L. 111-5.
## SECTION 2 - OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE

### 2.1 Prohibition on Unauthorized Use or Disclosure. Business Associate will not use or disclose PHI

 other than as required to perform its obligations pursuant to the Program, as permitted or required by this BAA, or as required by law.2.2 Safeguards. Business Associate will implement appropriate administrative, technical, and physical safeguards (including written policies and procedures) and comply, where applicable, with subpart C of Part 164 of HIPAA to prevent the use or disclosure of PHI other than as provided for by this BAA.
2.3 Duty to Identify, Mitigate, Document, and Report. With respect to (i) a use or disclosure of PHI by Business Associate in violation of the requirements of this BAA, (ii) a discovered Breach of Unsecured PHI , or (iii) a suspected or known security incident, excluding inconsequential incidents that occur on a daily basis such as scans or "pings" that are not allowed past Business Associate's firewalls (collectively referred to hereinafter as "Occurrences"), Business Associate agrees:
(a) Identify. To identify and appropriately respond to any suspected or known Occurrences;
(b) Mitigate. Mitigate, to the extent practicable, any harmful effect known to Business Associate related to any Occurrences;
(c) Document. Document any Occurrences and the outcome;
(d) Report. Report any Occurrences to Covered Entity in writing within fifteen (15) business days of the Occurrence; and
(e) Additional Requirements. Comply with the additional requirements of Section 4.1 of this BAA.
2.4 Subcontractors and Agents. Business Associate agrees to ensure that any subcontractors or agents that create, receive, maintain, or transmit PHI for the Business Associate on behalf of the Covered Entity agree in writing to restrictions and conditions that are no less stringent than those that apply to the Business Associate pursuant to this BAA with respect to such information and will implement reasonable and appropriate safeguards to protect it. If Business Associate learns of a pattern of activity or practice of a subcontractor that constitutes a breach or violation of the subcontractor's obligation under the contract or other arrangement with Business Associate, Business Associate must take reasonable steps to cure the breach or end the violation, as applicable, and if such steps are unsuccessful, terminate the contract or arrangement if feasible.
2.5 Access and Amendment of PHI. To the extent that Business Associate maintains PHI in a designated record set for, or on behalf of, Covered Entity:

Responsibility. Business Associate is responsible to make available and timely respond to requests to access or amend such PHI, by an Individual or the Individual's designee, and to otherwise take any measures necessary to satisfy Covered Entity's obligations under HIPAA.

Limited Delegation of Authority. Covered Entity delegates to Business Associate sole authority to determine on behalf of Covered Entity whether to deny a request for access or amendment of such PHI, provided that this delegation is revocable at will by Covered Entity upon notice to Business Associate.

### 2.6 Accounting of Disclosures.

(a) Disclosure Tracking and Accounting. Business Associate agrees to document such nonroutine disclosures of PHI, any required information related to such disclosures, and otherwise maintain and timely provide to Covered Entity or directly to an Individual, upon request, the information required for an accounting of disclosures in the time and manner required by, and as otherwise necessary to satisfy Covered Entity's obligations under HIPAA.

Accounting of Disclosures of Electronic Health Records. If and to the extent Business Associate uses or maintains an Electronic Health Record that includes PHI, Business Associate will respond to requests from Individuals for an accounting of disclosures as described, and in the time and manner required by HIPAA. Business Associate acknowledges that Covered Entity will, in response to a request for an accounting by an Individual, provide to Individual a list of business associates and contact information as permitted by HIPAA.

Survival of Accounting Obligation. Business Associate agrees to maintain an accounting of disclosures described in subsection (a) above for a period of six (6) years after termination of this BAA.
2.7 Inspection of Books and Records. Business Associate agrees to make internal practices, books, and records relating to its use and disclosure of PHI pursuant to the Program or this BAA available to the Secretary, in a time and manner designated by the Secretary, for purposes of determining compliance with HIPAA.
2.8 Compliance with HIPAA. Except as otherwise set forth herein, to the extent that Business Associate is obligated by the Program or this BAA to carry out one or more of Covered Entity's obligations under HIPAA, Business Associate agrees to comply with those requirements under HIPAA that apply to Covered Entity in the performance of such obligations.
2.9 Compliance with Standard Transactions and Code Sets. If Business Associate conducts in whole or part a Transaction for or on behalf of Covered Entity, Business Associate will comply, and will require any subcontractor or agent involved with the conduct of such Transaction to comply, with each applicable standard, implementation specification, or other requirement as set forth in HIPAA.
(a) Receipt by Business Associate. If Business Associate receives a subpoena, civil or administrative demand, or any other demand for production of PHI, other than an Individual right request, Business Associate shall provide a copy of such demand to Covered Entity within five (5) business days of receipt. To the extent the PHI that is the subject of the demand is in the possession of Business Associate and a response is warranted according to the standards set forth under HIPAA, Business Associate shall timely respond to the document demand.

Receipt by Covered Entity. If Covered Entity receives a subpoena, civil or administrative demand, or any other demand for production of PHI , other than an Individual right request, Business Associate shall provide to Covered Entity any PHI responsive to such demand and shall assist and cooperate with Covered Entity in responding to such document demand in a timely manner and in accordance with the standards set forth under HIPAA.

## SECTION 3 - PERMITTED USES AND DISCLOSURES

3.1 Business Associate Services. Business Associate may use or disclose PHI as only required by law, or as necessary to perform its obligations and services set forth in the Program or this BAA, provided that such use or disclosure would not violate HIPAA if carried out by Covered Entity.
3.2 Minimum Necessary. Business Associate will comply with the minimum necessary standard as defined under HIPAA in its uses and disclosures of, and requests for, PHI and, to the extent practicable, will restrict its uses and disclosures to a Limited Data Set.

### 3.3 Other Permitted Uses. Business Associate may also, but only if necessary and as specifically

 permitted or required by the Program and in accordance with HIPAA, use and disclose PHI as follows: (i) for the proper management and administration, or to carry out the legal responsibilities, of Business Associate, provided any disclosures are required by law or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and only used or further disclosed as required by law or for the purposes for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached; and (ii) if applicable, for the provision of data aggregation services to the Covered Entity relating to the health care operations of Covered Entity.
## SECTION 4-BREACH IDENTIFICATION AND NOTIFICATION

### 4.1 Monitoring and Reporting Incidents. Throughout the term of this BAA, Business Associate will

 take reasonable steps to monitor the unauthorized acquisition, access, use, and disclosure (subsequently referred to collectively as use or disclosure) of PHI, and will have a policy that requires any unauthorized use or disclosure of PHI to be reported promptly to Business Associate's Privacy Officer or designated individual as well as to Covered Entity.
### 4.2 Determination Whether Unauthorized Use or Disclosure Constitutes Breach. Upon receiving

 a report of unauthorized use or disclosure, Business Associate will undertake a risk assessment to determine whether the unauthorized use or disclosure constitutes a Breach of Unsecured PHI. Business Associate will make and retain records of such determinations, including the basis for determinations that unauthorized uses or disclosures are not Breaches of Unsecured PHI. All risk assessments and determinations will be shared with Covered Entity as soon as possible, and in no event later than fifteen (15) business days following the initial report. Covered Entity will make the final determination as to whether or not theunauthorized use or disclosure constitutes a Breach and shall be responsible for providing ay required notifications.
4.3 Proposed Notice to Covered Entity. If requested by Covered Entity, Business Associate will provide Covered Entity with a draft of the proposed notice to the Individual(s), HHS, and to the media (if applicable) as required by the Breach Notification Requirements within a sufficient time prior to the required distribution of the notice for review and approval by Covered Entity.

## SECTION 5-TERM \& TERMINATION

5.1 Term. This BAA is effective as of the date first written above and shall terminate when all PHI is returned to Covered Entity or, with prior permission of Covered Entity, destroyed or, if it is infeasible to return or destroy PHI , protections are extended to such PHI in accordance with the termination provisions of this Section 5 .
5.2 Termination for Cause. Covered Entity may terminate this BAA if Covered Entity determines that Business Associate has breached any provision of this BAA or otherwise violated HIPAA. Covered Entity will provide written notice to Business Associate and an opportunity for Business Associate to cure the breach or end the violation within thirty (30) business days of such written notice, unless cure is not possible. If Business Associate fails to cure the breach or end the violation within the specified time period or cure is not possible, this BAA shall automatically and immediately terminate, unless termination is infeasible. Business Associate acknowledges that, if cure is not possible and termination of the BAA is infeasible, Covered Entity has the right to report the violation to the Secretary.

### 5.3 Termination after Repeated Violations. Covered Entity may terminate this BAA if Covered

 Entity determines that Business Associate has repeatedly breached any provision of this BAA or otherwise violated HIPAA.5.4 Obligations Upon Termination. Business Associate's obligations to protect the privacy and security of PHI shall be continuous and shall survive termination, cancellation, expiration or other conclusion of this BAA. Upon termination of this BAA:
(a) Except as provided in paragraph (b) of this Section 5.4, Business Associate shall return or, if Covered Entity gives written permission, destroy PHI in whatever form or medium and retain no copies of such PHI .
(b) In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall extend the protections of this BAA (and of any additional requirements imposed by subsequent changes to HIPAA) to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible for so long as Business Associate maintains such PHI.

## SECTION 6 - INDEMINIFICATION AND LIMITATION OF LIABILITY

### 6.1 Indemnification.

(a) Business Associate shall indemnify and hold Covered Entity harmless from and against any claims, expenses (including reasonable attorneys' fees) and liabilities arising from Business Associate's gross negligence or willful misconduct, provided that Business Associate shall have no indemnity obligation to the extent any such claim is attributable to

Covered Entity's negligence or willful misconduct or breach of its obligations under this BAA.
(b) Covered Entity shall indemnify and hold Business Associate harmless from and against any claims, expenses (including reasonable attorneys' fees) and liabilities arising from Covered Entity's negligence, willful misconduct or breach of this BAA provided that Covered Entity shall have no indemnity obligation to the extent any such claim is attributable to Business Associate's gross negligence, willful misconduct or material breach of its obligations under this BAA.

### 6.2 Limitation of Liability. BUSINESS ASSOCIATE SHALL NOT HAVE ANY LIABLITY TO

 COVERED ENTITY OF ANY TYPE (INCLUDING, BUT NOT LIMITED TO, CONTRACT, NEGLIGENCE, AND TORT LIABILITY), FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING, BUT NOT LIMITED TO THE LOSS OF OPPORTUNITY, LOSS OF USE, OR LOSS OF REVENUE OR PROFIT, IN CONNECTION WITH OR ARISING OUT OF THIS BAA OR THE PROGRAM, EVEN IF SUCH DAMAGES MAY HAVE BEEN FORESEEABLE, EXCEPT AS MAY OTHERWISE ARISE UNDER APPLICABLE LAW. IN NO EVENT WILL BUSINESS ASSOCIATE BE LIABLE TO COVERED ENTITY FOR ANY AMOUNT THAT IN THE AGGREGATE EXCEEDS THE LESSER OF (I) BUSINESS ASSOCIATE'S SHARE OF THE PROGRAM FEES COVERED ENTITY PAID TO BUSINESS ASSOCIATE UNDER THE PROGRAM DURING THE PRECEDING TWELVE (12) MONTHS, AND (II) TWO MILLION DOLLARS.
## SECTION 7 - MISCELLANEOUS

7.1 Regulatory References. A reference in this BAA to a section of HIPAA means the section as in effect or as amended and for which compliance is required.
7.2 Ownership of PHI. Business Associate acknowledges and agrees that all PHI subject to the terms of the Program or this BAA is owned exclusively by Covered Entity, unless such PHI contains confidential or proprietary information of the Business Associate.
7.3 Amendment. The Parties agree to take such action as is necessary to amend this BAA from time to time as is necessary for compliance with the requirements of HIPAA or any other applicable law.
7.4 Assignment. Neither Party may assign its respective rights and obligations under this BAA without the prior written consent of the other Party, except to a parent or subsidiary company.
7.5 Survival. A change, waiver, or discharge of any liability or obligation under this BAA on any one or more occasions shall not constitute or be deemed a waiver of performance of any continuing or other obligation or prohibit enforcement of any obligation on any other occasion. In the event that any provision of this BAA is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the provisions of this BAA will remain in full force and effect.
7.6 Interpretation. Any ambiguity in this BAA shall be interpreted to permit compliance with HIPAA. In the event of an inconsistency between the provisions of this BAA and one or more mandatory provisions of HIPAA, the HIPAA provisions control. Where provisions of this BAA are different than those mandated by HIPAA, but are nonetheless permitted, the provisions of this BAA control.
7.7 Third-Party Beneficiaries. This BAA is intended for the benefit of the Parties only. Nothing express or implied is intended to confer or create, nor be interpreted to confer or create, any rights, remedies, obligations, or liabilities to or for any third party.
7.8 Business Associate as Independent Contractor. The Parties acknowledge that Business Associate is an independent contractor and not an agent of Covered Entity.
7.9 Governing Law. This BAA shall be governed by the laws of the State of New York.
7.10 Notification. To the extent notice is required to be provided under any provision in this BAA, notice shall be provided to each respective Party as follows:

## Covered Entity:

## Business Associate:

> Anaheim Union High School District

SaveonSP
Attn: Jody Miller, President
611 Jamison Road, Suite 201
Elma, NY 14059
IN WITNESS WHEREOF, the Parties have each caused this BAA to be executed by an authorized representative, as of the date first written above.

## COVERED ENTITY

Name: $\qquad$ Yennifer Root Name: Jody Miller

Title: Assistant Superintendent, Business Title: President
Date: $10 / B / 18$ Date: $\qquad$

## JOINDER TO MASTER PROGRAM AGREEMENT

THIS JOINDER AGREEMENT is made and entered as of this January day of 1, 2019 ("Effective Date"), by and among Express Scripts, Inc. ("ESI"), a Delaware corporation with offices at One Express Way, St. Louis, MO 63121, Save On SP, LLC ("Vendor"), and Anaheim Union High School District ("ESI Client").

WHEREAS, ESI and Vendor are parties to that certain Master Program Agreement, effective November 13, 2017, and amended from time to time ("Agreement"); and

WHEREAS, ESI and Vendor are willing to allow ESI Client to become a party to the Agreement in order that ESI Client may avail itself of Vendor's services under the Agreement.

NOW, THEREFORE, in consideration of the premises and of the covenants and agreements set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as
follows: follows:

1. Agreement to be Bound. ESI Client shall become a party to the Agreement as of the Effective Date and shall be fully bound by, and subject to, all of the applicable covenants, terms and conditions of the Agreement as a party. For the avoidance of doubt, ESI is providing ESI Client's enrolled members' claims data to Vendor on a periodic basis to facilitate Vendor's provision of the Services (as defined in the Agreement). ESI is providing members' claims data in accordance with HIPAA including, but not limited to, the minimum necessary standards. ESI is neither responsible, nor liable, for Vendor's use, disclosure and protection of ESI Client's enrolled members' claims data. ESI Client has entered into business associate agreements, as required under HIPAA, with both ESI and Vendor.

ESI Client acknowledges and agrees that Vendor is not a legal advisor and does not render any legal counseling or advice on the SaveOn Program. Vendor is not responsible for ensuring that ESI Client or such client's employee benefit plans comply with any applicable law. ESI Client acknowledges that it has or will consult with its own legal counsel regarding the operation, administration, and establishment of its employee benefit plans and the appropriateness of the SaveOn Program.
2. Implementation of SaveOn Program. Vendor shall obtain the historical co-pay credit information from ESI for ESI Client and communicate to ESI and ESI Client prior to implementation for invoicing purposes (refer to Agreement Section 3.1.1 "historical copay credit"). If such historical co-pay information is not available, ESI and/or ESI Client shall provide to Vendor plan design documentation and communication prior to implementation.

Vendor shall work with ESI and ESI Client to develop the SaveOn Program drug list for ESI Client and communicate to ESI and ESI Client prior to implementation.

Vendor shall provide the additional SaveOn Program Services to ESI Client as set forth in Attachment 1 to this Exhibit B.
3. Successors and Assigns. This Joinder Agreement shall bind and inure to the benefit of and be enforceable by the parties, and their respective successors and assigns.
4. Counterparts. This Joinder Agreement may be executed in separate counterparts, each of which shall be an original and all of which taken together shall constitute one and the same document.
5. Governing Law. This Joinder Agreement shall be governed by and construed in accordance with the laws of the State of New York.
6. Headings. The headings of this Joinder Agreement are inserted for convenience only and shall not affect the interpretation of this Joinder Agreement.

The remainder of this page intentionally left blank. Signature page follows.

IN WITNESS WHEREOF, the parties have executed this Joinder Agreement as of the day and year first above written.

## Express Scripts. Inc.:

By: $\qquad$
Print: David Brodsky
Title: Vice President Commercial Division
Date: $\qquad$
ESI Client: Anaheim Union High School District
By: OlnMn促
Print: Jennifer Root
Title: Assistant Superintendent, Business
Date:


## Save On SP, LLC:

By: $\qquad$
$\qquad$
Print: Jody Miller
Title: President $\qquad$
Date: $\qquad$

## ATTACHMENT 1 TO EXHIBIT B

## Additional SaveOn Program Services

## Existing Participants in the Plan-

- Identify participants eligible for SaveOn Program and for manufacturers' patient assistance programs
- Outreach to educate participants
- Enrollment of eligible participants into SaveOn Program
- Notification to pharmacy of secondary billing number
- Monitoring of SaveOn Program and enrolling participants for continuous eligibility

New Participants in the Plan -

- Receipt of call from pharmacy regarding eligible specialty drugs
- Education of pharmacy on SaveOn Program process
- Outreach to educate participant
- Enrollment of participant into SaveOn Program and determination of participant eligibility for Program
- Notification to pharmacy of secondary billing number
- Monitoring of SaveOn Program and enrolling participants for continuous eligibility


## Changes to the SaveOn Program-

- Notification to client of any SaveOn Program changes or terminations
- Vendor may from time to time amend the list of specialty drugs to be included in the SaveOn Program. Such amendments may be made on a semi-annual basis, posted to a URL and a letter will be sent to ESI Client outlining change(s).


## Release to Disclose Protected Health Information


#### Abstract

Employer/Plan Administrator: DIV code: Name of Recipient: Relationship of Recipient to Employer/Plan Administrator:

Anaheim Union High School District KKRA

SaveonSP Specialty Copay Assitance Program

Please identify the specific data fields that should be provided to Recipient ("PHI"): Claims Data PHI is collected by Express Scripts, Inc. and its subsidiaries or affiliates ("ESI") in connection with the prescription drug program of Employer/Plan Administrator which is administered by ESI pursuant to ESI's arrangement with Employer/Plan Administrator. Pursuant to the Standards for Privacy of Protected Health Information ("Privacy Rule") of the Health Insurance Portability and Accountability Act of 1996, Employer/Plan Administrator represents and warrants that: (a) Recipient is performing certain flexible savings account, consultant, disease management or other services in connection with the management of Employer/Plan Administrator's plan, and such services constitute "treatment", "payment" or "healthcare operations" functions (as those terms are defined by the Privacy Rule), and ( $b$ ) in order to perform these services Recipient needs access to PHI relating to Employer/Plan Administrator; and (c) Employer/Plan Administrator has the authority to authorize and does so authorize ESI to provide the PHI to Recipient as directed herein.


Once completed, this Release should be sent to the following address:
Express Scripts, Inc.
Attn:John Cook
Express Scripts | One Express Way Drive, Saint Louis, MO 63121

The undersigned hereby certifies that he or she has full authority to act on behalf of Employer/Plan Administrator and has executed this Release on behalf of Employer/Plan Administrator.


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

| Quantity | Description |
| :---: | :---: |
| 1 | Bookcase |
| 2 | Cabinets |
| 41 | Chairs |
| 145 | Desks |
| 25 | File Cabinets |
| 1 | Locker |
| 2 | Metal Stands |
| 1 | Rack |
| 1 | Storage Cabinet |
| 25 | Tables |

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

| Quantity | Type of Equipment |
| :---: | :---: |
| 9 | Amplifiers |
| 1 | Audio Equipment |
| 1 | AV Cart |
| 1 | Battery Charger |
| 3 | Cameras |
| 5 | Carts |
| 2 | CD Players |
| 1 | Document Camera |
| 4 | DVD Players |
| 1 | Equalizer |
| 1 | Laserdisc |
| 2 | Monitors |
| 1 | Piano |
| 3 | Power Adapters |
| 2 | Power Supply |
| 4 | Projectors |


| 1 | Radio |
| :---: | :---: |
| 5 | Receivers |
| 2 | Remotes |
| 1 | Scan Converter |
| 1 | Sweeper |
| 4 | Televisions |
| 2 | VCR's |
| 11 | Video Cameras |
| 7 | Video Equipment |
| 3 | Video Monitors |
| 2 | Video Recorders |
| 1 | Video Switcher |
| 4 | Viewfinders |
| 1 | Visual Processor |

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

| Description | Quantity | Publication <br> Date | General <br> Condition | Reason For <br> Disposition | Compliant <br> Y/N |
| :--- | :---: | :---: | :---: | :---: | :---: |
| Biology |  |  |  |  |  |
| Biology | 2 | Outdated | Fair | Obsolete | No To Be Sold |
| Biology 5th Edition | 13 | Outdated | Fair | Obsolete | No To Be Sold |
| Biology 7th Edition | 31 | Outdated | Fair | Obsolete | No To Be Sold |
| Biology 9th Edition | 161 | Outdated | Fair | Obsolete | No To Be Sold |
|  |  |  |  |  |  |
| Health | 20 | Outdated | Fair | Obsolete | No To Be Sold |
| Glencoe Health | 1 | Outdated | Fair | Obsolete | No To Be Sold |
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| Language | 118 | Outdated | Fair | Obsolete | No To Be Sold |
| Language Composition |  |  |  |  |  |
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| Literature |  |  |  |  |  |
| Elements of Literature | 54 | Outdated | Fair | Obsolete | No To Be Sold |
| Math |  |  |  |  |  |
| Algebra 1 |  |  |  |  |  |
| Holt Algebra | 188 | Outdated | Fair | Obsolete | No To Be Sold |
| Holt Practice Algebra | 37 | Outdated | Fair | Obsolete | No To Be Sold |
| Holt Practice Workbook | 177 | Outdated | Fair | Obsolete | No To Be Sold |
| Holt Pre-Algebra | 192 | Outdated | Fair | Obsolete | No To Be Sold Sold |
| Holt Pre-Algebra Practice | 72 | Outdated | Fair | Obsolete | No To Be Sold |
| Holt Workbook | 182 | Outdated | Fair | Obsolete | No To Be Sold |
| Practice Books | 32 | Outdated | Fair | Obsolete | No To Be Sold |
|  |  |  |  |  |  |
| Science | 27 | Outdated | Fair | Obsolete | No To Be Sold |
| Science Spectrum |  |  |  |  |  |

## October 11, 2018

| Location | Donated By | Item |
| :--- | :--- | :--- |
| AUHSD | Council on American-Islamic <br> Relations (CAIR) | 500 Backsbacks, McKinney- <br> Vento Program |
| AUHSD | Time to Give Back Foundation | 500 Backbacks, McKinney- <br> Vento Program |
| AUHSD | Operation L.E.E. (Operation Literacy <br> Engaging Everyone) | Over 200 New Books, Summer <br> Language Academy |
| Walker | Dan and Rosa Chavarin | Portable PVC Mesh Fence |

anaheim uhsd
PURCHASE ORDER DETALL REPORT BY VENDOR NAME
$850.00 \quad 01340009105880$
 $750.00 \quad 01102300815610$ $567.35 \quad 01112200814370$ 01210009104310 01151150725310 01151150725880

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anaheim uhsd
PURCHASE ORDER DETAIL REPORT BY VENDOR NAME вояа
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## PSEUDO / OBJECT DESCRIPTION

FROM 09/04/2018 TO 10/02/2018 BOARD OF TRUSTEES MEETING 10/11/2018 | PO |
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| TOTAL |

38,669.00 30,544.00 01192825395860 $8,125.00 \quad 01192850185860$ $90,636.00 \quad 01192825395860$ $23,625.00 \quad 01192850185860$ $30,544.00 \quad 01192825395860$ $8,125.00 \quad 01192850185860$ 01164680104150 01061060725210 01721720835210 0
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PURCHASE ORDER DETALL REPORT BY VENDOR NAME board of trusters meetng 10/12018 ACCOUNT ACCOUNT
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PURCHASE ORDER DETALL REPORT BY VENDOR NAME BOARD OF TRUSTEES MEETING 10/11/2018

## ACCOUNT ACCOUNT <br> 

## PSEUDO / OBJECT DESCRIPTION

CY/MO / EQUIPMENT - NON-CAPITALIZED
SA/INSTR / TRAVEL AND CONFERENCE ACCTG /GENL ADM / OTHER OPERATING SP PR ADM/ECIAI/SUPV INST /
KA/INSTR / RENTALS/OPERATING LEASES IS/COLLEGE READINESS/INSTR / BOOKS AND KA/MILD MODERATE/SE SEP CL/NSE /
SE RES SP(RSP)/SE RES SP/NSEV / INSTRUCTIONAL CY/INSTR / EQUIPMENT - NON-CAPITALIZED TRANSP GRANT/INSTR / OTHER OPERATING CYP/BOND SERIES 2015 - MEAS H / CONSTRUCTION MAINTENANCE/LOCKS/MO / MAINTENANCE ED/ONE-TIME FUNDING (2017-18) / TRAVEL AND LEX/INSTR / INSTRUCTIONAL MATL \& SUPPLIES KE/IB PROGRAM/INSTR / TRAVEL AND SEVER HDCP/SE SEP CL/SEV / INSTRUCTIONAL KA/INS MUS/INSTR / INSTRUCTIONAL MATL \& KA/VOC MUSIC/INSTR / INSTRUCTIONAL MATL \& BALL/VOC MUSIC/INSTR / INSTRUCTIONAL MATL CY/VOC MUSIC/INSTR / INSTRUCTIONAL MATL \& SOUTH/VOC MUSIC/INSTR / INSTRUCTIONAL MATL INFO SYSTEM/DP / OTHER OPERATING EXPENSES KE/IB PROGRAM/INSTR / OTHER OPERATING WA/SCH ADM/SCH ADM / OTHER OFFICE/MISC
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KEENAN ASSOCIATES
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## LUCYS LAUNDRY ANAHEIM

 LUCYS LAUNDRY ANAHEIM MAG TROL INC
## MC GRAW HILL EDUCATION INC.

 MD INSTALLATIONS INT'L INC. MEDCO SPORTS MEDICINE METRO DIESEL INJECTION INC MISSION AIRE CORPORATION MONTGOMERY HARDWARE CO. MOORE MEDICAL CORP. MUSIC AND ARTS CENTERS NATIONAL DANCE EDUCATION ORGAN NATIONAL DANCE EDUCATION ORGANNEVCO INC NORTH ORANGE COUNTY REGIONAL OCDE OCDE OCDE幾
OFFICE DEPOT

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M64A0113 M64R0447 M64A0134 M64R0442 M64S0057 M64X0357 M64X0358 M64X0361 M64R0390 M64R0435 M64R0431 M64R0317 M64M0015 M64R0410 M64C0035 M64R0519 M64R0397 M64C0033 M64R0467 M64R0399 M64R0443 M64R0445 M64R0530 M64R0406

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|  | PURCHASE | ER DET <br> D OF TRU | IL REPOR <br> EES MEETIN | RT BY VEND <br> G 10/11/2018 | NAME $\quad$ FROM 09/04/2018 $\quad$ TO $10 / 02 / 2018$ |
| PO <br> NUMBER | VENDOR | PO <br> TOTAL | ACCOUNT AMOUNT | ACCOUNT NUMBER | PSEUDO / OBJECT DESCRIPTION |
| M64R0417 | OFFICE DEPOT | 2,525.44 | 2,525.44 | 01723817314310 | TITLE I-MC KINNEY VENTO/GUID / |
| M64R0441 | OFFICE DEPOT | 566.94 | $\begin{aligned} & 393.89 \\ & 173.05 \end{aligned}$ | $\begin{aligned} & 01350009104320 \\ & 01350009104390 \end{aligned}$ | DA/LCFF-CONCENTRATION/INSTR / OTHER DA/LCFF-CONCENTRATION/INSTR / MEETING |
| M64R0495 | OFFICE DEPOT | 967.76 | 967.76 | 01721720834320 | SAFE SCHOOLS / OTHER OFFICE/MISC SUPPLIES |
| M64S0047 | OFFICE DEPOT | 2,013.40 | 2,013.40 | 01000000009320 | GEN FUND/INC \& BALANCE SHEET / STORES |
| M64S0059 | OFFICE DEPOT | 4,633.25 | 4,633.25 | 01000000009320 | GEN FUND/INC \& BALANCE SHEET / STORES |
| M64X0366 | OFFICE DEPOT | 2,000.00 | 2,000.00 | 01561560724320 | FACILITIES/GENL ADM / OTHER OFFICE/MISC |
| M64X0367 | OFFICE DEPOT | 2,000.00 | 2,000.00 | 01051050724320 | CLASS HR/GENL ADM / OTHER OFFICE/MISC |
| M64X0380 | OFFICE DEPOT | 1,000.00 | 1,000.00 | 01109080504320 | M\&O/USE OF FAC/ATHLETIC / OTHER OFFICE/MISC |
| M64S0060 | OFFICE SOLUTIONS BUSINESS PROD | 175.63 | 175.63 | 01000000009320 | GEN FUND/INC \& BALANCE SHEET / STORES |
| M64S0065 | OFFICE SOLUTIONS BUSINESS PROD | 713.74 | 713.74 | 01000000009320 | GEN FUND/INC \& BALANCE SHEET / STORES |
| M64A0128 | OLIVE CREST ACADEMY | 41,955.39 | 41,955.39 | 01192850185860 | SYS/SE NPS/SEV / NONPUBLIC SCHOOLS |
| M64A0131 | OLIVE CREST ACADEMY | 6,734.41 | 6,734.41 | 01192850185860 | SYS/SE NPS/SEV / NONPUBLIC SCHOOLS |
| M64A0119 | ORANGE UNIFIED SCHOOL DISTRICT | 11,000.00 | 11,000.00 | 01131130365620 | TRANS/REG-ED/TRANSPORTATION / |
| M64T0155 | ORANGESCAPE INC | 3,600.00 | 3,600.00 | 01081080775880 | INFO SYSTEM/DP / OTHER OPERATING EXPENSES |
| M64R0475 | ORRAVAN MECHANICAL | 930.00 | 930.00 | 01402350815610 | SOUTH/HVAC/MO / REPAIRS/MAINT - O/S SERVICES |
| M64R0458 | OXFORD UNIVERSITY PRESS | 694.23 | 694.23 | 01164680104150 | LOTTERY/RESTRICTED/INSTR / TEXTS - STATE |
| M64R0518 | OXFORD UNIVERSITY PRESS | 482.88 | 482.88 | 01164680104150 | LOTTERY/RESTRICTED/INSTR / TEXTS - STATE |
| M64R0449 | PARADISE CONSTRUCTION AND CONT | 3,950.00 | 3,950.00 | 25377100856221 | SYC/DEVELOPER FEES/FAC ACQ / BUILDING |
| M64T0141 | PATHWAY COMMUNICATIONS LTD | 1,124.91 | 1,124.91 | 24427311856460 | OX/BOND SERIES 2015 - MEAS H / EQUIPMENT - |
| M64T0144 | PATHWAY COMMUNICATIONS LTD | 1,923.01 | 1,923.01 | 01203810104410 | ANAHEIM/ECIAI/INSTR / EQUIPMENT - |
| M64X0373 | PIGEON CONTROL LLC | 2,000.00 | 2,000.00 | 01112200815610 | OPERATIONS - GENERAL / REPAIRS/MAINT - O/S |
| M64R0412 | PIONEER ATHLETICS | 1,880.97 | 1,880.97 | 01482370814355 | HANDEL/PAINT/MO / MAINTENANCE SUPPLIES |
| M64A0118 | PLACENTIA YORBA LINDA USD | 9,900.00 | 9,900.00 | 01131130365620 | TRANS/REG-ED/TRANSPORTATION / |

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| PO <br> NUMBER | VENDOR | PO <br> TOTAL | ACCOUNT AMOUNT | ACCOUNT <br> NUMBER | PSEUDO / OBJECT DESCRIPTION |
| M64X0360 | PLUMBING AND INDUSTRIAL SUPPLY | 3,000.00 | 3,000.00 | 01102390814355 | MAINTENANCE/PLUMB/MO / MAINTENANCE |
| M64R0454 | POOR RICHARD'S PRESS | 2,638.38 | 2,638.38 | 01174005104210 | ED/ONE-TIME FUNDING (2017-18) / BOOKS AND |
| M64T0163 | PREMIER FOOD SAFETY | 243.25 | 243.25 | 01273931104310 | VEA PERKINS STUDENT ORG KENNDY / |
| M64S0061 | RELIABLE WORKPLACE SOLUTIONS | 170.25 | 170.25 | 01000000009320 | GEN FUND/INC \& BALANCE SHEET / STORES |
| M64S0066 | RELIABLE WORKPLACE SOLUTIONS | 977.51 | 977.51 | 01000000009320 | GEN FUND/INC \& BALANCE SHEET / STORES |
| M64R0388 | RESILITE SPORTS PRODUCTS INC | 14,838.59 | $\begin{array}{r} 11,000.00 \\ 3,838.59 \end{array}$ | $\begin{aligned} & 01270000106490 \\ & 01270250406490 \end{aligned}$ | KE/INSTR / EQUIPMENT - OTHER KE/ANCIL / EQUIPMENT - OTHER |
| M64R0437 | RESILITE SPORTS PRODUCTS INC | 2,389.90 | 2,389.90 | 01240000104320 | LOARA/INSTR / OTHER OFFICE/MISC SUPPLIES |
| M64A0107 | REVELATIONS IN EDUCATION LLC | 5,000.00 | 5,000.00 | 01174005215805 | ED/ONE-TIME (17-18)/SUPV INSTR / |
| M64A0132 | RODRIGUEZ VALLS, DR. FERNANDO | 4,500.00 | 4,500.00 | 01633790215805 | TITLE IIIA / LIMITED ENG PROG / INSTRUCTIONAL |
| M64R0510 | S.O.S. SURVIVAL PRODUCTS | 1,573.24 | 1,573.24 | 01449010104310 | LEX/LOCAL GRANTS/INSTR / INSTRUCTIONAL |
| M64R0485 | SCHEIN INC, HENRY | 1,125.99 | 1,125.99 | 01230280104310 |  |
| M64R0508 | SCHEIN INC., HENRY | 194.44 | 194.44 | 01231400274320 | SA/SCH ADM/SCH ADM / OTHER OFFICE/MISC |
| M64R0416 | SCHOLASTIC INC. | 351.56 | 351.56 | 01370110104210 | SY/WORLD LNG/INSTR / BOOKS AND REFERENCE |
| M64R0522 | SCHOLASTIC INC. | 104.39 | 104.39 | 01202725114210 | AUTISM/SE SEP CL/SEV / BOOKS AND REFERENCE |
| M64A0103 | SCHOOL SERVICES OF CALIFORNIA | 3,660.00 | 3,660.00 | 01061060725810 | BUSINESS/GENL ADM / NON-INSTRUCTIONAL |
| M64R0444 | SCHOOL SERVICES OF CALIFORNIA | 325.00 | 325.00 | 01041040725210 | CERT HR/GENL ADM / TRAVEL AND CONFERENCE |
| M64R0469 | SCHOOL SPECIALTY INC | 953.11 | 953.11 | 01381022104210 | BA/INNOVATION GRANT/ INSTR / BOOKS AND |
| M64R0523 | SCHOOL SPECIALTY INC | 213.56 | 213.56 | 01472570114310 | SEVER HDCP/SE SEP CL/SEV / INSTRUCTIONAL |
| M64S0052 | SCHOOL SPECIALTY INC | 211.79 | 211.79 | 01000000009320 | GEN FUND/INC \& BALANCE SHEET / STORES |
| M64S0053 | SCHOOL SPECIALTY INC | 5,244.16 | 5,244.16 | 01000000009320 | GEN FUND/INC \& BALANCE SHEET / STORES |
| M64S0062 | SCHOOL SPECIALTY INC | 6,021.87 | 6,021.87 | 01000000009320 | GEN FUND/INC \& BALANCE SHEET / STORES |
| M64S0067 | SCHOOL SPECIALTY INC | 5,244.93 | 5,244.93 | 01000000009320 | GEN FUND/INC \& BALANCE SHEET / STORES |
| M64S0068 | SCHOOL SPECIALTY INC | 358.73 | 358.73 | 01000000009320 | GEN FUND/INC \& BALANCE SHEET / STORES |

## anaheim dhs

PURCHASE ORDER DETAIL REPORT BY VENDOR NAME board of trustees meeting loil12018

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PURCHASE ORDER DETALL REPORT BY VENDOR NAME
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ANAHEIM UHSD
PURCHASE ORDER DETAIL REPORT BY VENDOR NAME
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PURCHASE ORDER DETAIL REPORT - CHANGE ORDERS BY VENDOR NAME BOARD OF TRUSTEES MEETING 10/11/2018 PO
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PURCHASE ORDER DETAIL REPORT - CHANGE ORDERS BY VENDOR NAME tees meeting 10/11/2018
change account $+2,500,000.0024567311856212$ $+7,000.0001112200814345$ $+20.6201680010244315$ $-533.3601340009104210$ $+2,280.0024237311856274$ $+700.0024247311856274$ $+1,200.0024317311856274$ $-14,000.0001041040725821$ $+40,000.00 \quad 25567100725810$ $+3,956.1301131130917438$ $+78,789.8701131130917439$ $+29,450.0001081080776490$
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VENDOR CHECK REGISTER SEPTEMBER 4, 2018 THROUGH OCTOBER 2, 2018

| VENDOR NAME | VENDOR ID | OBJECT | AMOUNT | CK\# |
| :---: | :---: | :---: | :---: | :---: |
| 123 OFFICE SOLUTION INC. | V6411643 | 9320 | 1,525.74 | 00150282 |
| 5 STAR STUDENTS LLC | V6411963 | 5880 | 1,800.00 | 00150356 |
| A 1 FENCE COMPANY | V6408537 | 4355 | 1,671.05 | 00150445 |
|  |  | 5610 | 508.00 | 00150732 |
| A CABRAL ROOFING GROUP | V6412864 | 5610 | 59,993.57 | 00150161 |
| A LINE INC | V6409724 | 5620 | 425.00 | 00150283 |
| A UHSDFOOD SERVICE DEPT | V6400023 | 4390 | 280.15 | 00150198 |
|  |  |  | 297.66 | 00150284 |
|  |  |  | 214.15 | 00150506 |
| A Z BUS SALES INC. | V6400025 | 4375 | 72.21 | 00150507 |
|  |  | 4376 | 209.82 | 00150285 |
|  |  |  | 286.26 | 00150507 |
|  |  | 4385 | 113.64 | 00150285 |
| A1 TRANSMISSION SERVICE | V6400030 | 4370 | 1,317.35 | 00150162 |
| AAA ELECTRIC MOTOR SALES | V6400033 | 4355 | 1,269.07 | 00150085 |
|  |  |  | 425.44 | 00150508 |
|  |  |  | 1,323.70 | 00150533 |
| AARDVARK CLAY AND SUPPLIES INC | V6400035 | 4310 | 608.79 | 00150199 |
|  |  |  | 235.76 | 00150509 |
| ABE'S PLUMBING | V6406307 | 5610 | 3,700.00 | 00150200 |
|  |  |  | 9,250.00 | 00150510 |
| ABU KHALAF, ZINEH | V6412791 | 5220 | 50.69 | 00150714 |
| AC POWER 1 INC | V6413051 | 5610 | 2,053.83 | 00150715 |
| ACADEMIC ASSET MANAGEMENT INC. | V6412691 | 4150 | 6,458.15 | 00150446 |
| ACCREDITING COMMISSION FOR | V6400063 | 5310 | 11,220.00 | 00150574 |
|  |  | 5880 | 2,925.00 | 00150574 |
| ACOUSTICAL MATERIAL SERVICES | V6400070 | 4355 | 523.66 | 00150733 |
| ACS BILLING SERVICE | V6400072 | 5580 | 3,942.56 | 00150357 |
| ACSA FOUNDATION FOR EDUC. ADMIN. | V6400076 | 5210 | 99.00 | 00150286 |
| ACSA REGION XVII | V6400077 | 5310 | 300.00 | 00150312 |
| ADI | V6400095 | 4355 | 57.00 | 00150086 |
|  |  |  | 460.03 | 00150201 |
|  |  |  | 415.79 | 00150511 |
| ADVANCED WILDLIFE REMOVAL | V6413009 | 5610 | 144.20 | 00150287 |
| AERIES SOFTWARE INC | V6409157 | 5880 | 46,093.50 | 00150716 |
| AFFORDABLE PIANO TUNING | V6412217 | 5610 | 285.00 | 00150146 |
|  |  |  | 695.00 | 00150717 |
| AGRI TURF DISTRIBUTING LLC | V6412836 | 4355 | 1,196.50 | 00150358 |
|  |  |  | 945.68 | 00150447 |
| AIRSUPPLY TOOLS INC. | V6412933 | 9320 | 2,189.31 | 00150658 |
| ALBRIGHT LIGHTING PLASTICS | V6410869 | 4355 | 57.05 | 00150202 |
|  |  |  | 16.16 | 00150359 |
|  |  |  | 398.24 | 00150512 |
|  |  |  | 296.74 | 00150534 |
| ALL AMERICAN TROPHY ENGRAVING | V6400159 | 4320 | 720.00 | 00150360 |
|  |  |  | 2,728.24 | 00150513 |


| VENDOR NAME | VENDORID | OBJECT | AMOUNT | CK\# |
| :---: | :---: | :---: | :---: | :---: |
| ALT REV CASH FUND | V6405194 | 4199 | 72.00 | 00150448 |
|  |  | 4310 | 2,522.74 | 00150448 |
|  |  | 4320 | 1,499.05 | 00150448 |
|  |  | 4347 | 163.89 | 00150448 |
|  |  | 4390 | 447.63 | 00150448 |
|  |  | 5560 | 31.94 | 00150448 |
|  | V6405195 | 4199 | 211.62 | 00150659 |
|  |  | 4310 | 2,560.21 | 00150659 |
|  |  | 4320 | 1,859.68 | 00150659 |
|  |  | 4347 | 312.35 | 00150659 |
|  |  | 4390 | 243.68 | 00150659 |
|  |  | 5910 | 43.05 | 00150659 |
| ALVARADO, ROGELIO | V6411150 | 5210 | 23.17 | 00150257 |
| AMAZON WEB SERVICES INC. | V6412894 | 5880 | 7.85 | 00150203 |
| AMERICAN COUNCIL ON THE TEACHING | V6412063 | 5210 | 365.00 | 00150535 |
| AMERICAN LOGISTICS COMPANY LLC | V6412509 | 5620 | 10,670.00 | 00150734 |
| AMERICAN SCHOOL COUNSELOR ASSOCIATION | V6413106 | 5805 | 9,250.00 | 00150449 |
| AMERICAN VETERAN LIGHTING INC | V6413021 | 4355 | 419.34 | 00150288 |
| AMERICAS INSTANT SIGNS | V6413116 | 4410 | 1,102.59 | 00150633 |
|  |  |  | 1,837.65 | 00150735 |
| AMTECH ELEVATOR SERVICES | V6412267 | 5610 | 6,408.51 | 00150575 |
| ANAHEIM CONVENTION CENTER | V6400255 | 5620 | 37.50 | 00150289 |
| ANAHEIM UNION HIGH SCHOOL DIST | V6400267 | 5454 | 72,792.32 | 00150248 |
| APEX LEARNING | V6410442 | 5880 | 152,194.00 | 00150290 |
| APOLLO PRINTING AND GRAPHICS | V6410446 | 5810 | 359.89 | 00150204 |
|  |  |  | 94.28 | 00150718 |
| APPLE INC | V6400319 | 4310 | 513.92 | 00150205 |
|  |  | 4320 | 395.39 | 00150514 |
|  |  | 4410 | 3,625.32 | 00150291 |
| AQUINO, NICOLE | V6413114 | 5210 | 1,017.12 | 00150292 |
| ARAMARK UNIFORM SERVICE | V6407528 | 4388 | 339.00 | 00150450 |
| ARROW SERVICES INC | V6412839 | 5580 | 994.50 | 00150451 |
| ART SUPPLY WAREHOUSE | V6400350 | 4310 | 288.50 | 00150087 |
| ARTIANO SHINOFF | V6408054 | 5821 | 1,543.60 | 00150088 |
|  |  |  | 2,596.04 | 00150634 |
| ATKINSON ANDELSON LOYA RUUD | V6400383 | 5821 | 7,284.37 | 00150206 |
| ATVANTAGE ATHLETIC TRAINING | V6411449 | 5805 | 3,851.25 | 00150515 |
| AUGUSTIN EGELSEE LLP | V6407847 | 5821 | 7,000.00 | 00150536 |
| AUTOLIFT SERVICES INC. | V6411496 | 5610 | 2,850.00 | 00150207 |
| AXLE TRANSMISSION XCHANGE | V6405352 | 4370 | 367.45 | 00150361 |
| AZEVEDO, VICKY | V6412068 | 5220 | 139.01 | 00150147 |
| B AND H PHOTO VIDEO INC | V6400422 | 4310 | 619.38 | 00150208 |
|  |  |  | 1,534.18 | 00150635 |
| B AND K ELECTRIC WHOLESALE | V6400623 | 4355 | 357.92 | 00150258 |
|  |  |  | 303.46 | 00150537 |
| B AND M LAWN AND GARDEN INC | V6400423 | 4347 | 659.22 | 00150209 |
|  |  |  | 476.61 | 00150538 |
| BARNES AND NOBLE | V6400450 | 4210 | 2,809.98 | 00150210 |
|  |  | 4320 | 487.46 | 00150576 |
| BEE BUSTERS | V6400472 | 5610 | 225.00 | 00150259 |
|  |  |  | 175.00 | 00150577 |
| BELL PIPE AND SUPPLY CO | V6400476 | 4355 | 149.08 | 00150211 |
| BELLFLOWER MUSIC | V6400477 | 4410 | 1,018.35 | 00150212 |
|  |  |  | 2,194.38 | 00150578 |


| VENDOR NAME | VENDORID | OBJECT | AMOUNT | CK\# |
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| BIG TEX TRAILERS CABINFORD, MARY | V6400509 | 4410 | 2,667.80 | 00150249 |
|  | V6413120 | 5210 | 201.49 | 00150313 |
|  |  |  | 85.00 | 00150736 |
| BIO RAD LABORATORIES INC. | V6407739 | 4310 | 119.00 | 00150579 |
| BIOMETRICS4ALL INC | V6409224 | 5810 | 63.00 | 00150089 |
|  |  |  | 118.50 | 00150314 |
| BJ BINDERY | V6411113 | 5810 | 355.00 | 00150213 |
| BLACK SHEEP ENTERPRISES | V6411381 | 4410 | 2,282.96 | 00150214 |
| BLACKMON, JACLYN | V6413127 | 5210 | 802.13 | 00150452 |
| BLICK ART MATERIALS LLC | V6401357 | 4310 | 9.18 | 00150250 |
|  |  | 9320 | 203.26 | 00150580 |
| BOBCAT OF LOS ANGELES INC | V6412602 | 4347 | 1,967.16 | 00150260 |
| BOOK SYSTEMS INC | V6412321 | 4315 | 436.39 | 00150251 |
| BREA ORANGE COUNTY PLUMBING HEATING | V6412728 | 5610 | 12,800.00 | 00150215 |
| BREWER, AMANDA | V6412654 | 5220 | 108.18 | 00150362 |
| BROAD, TERA | V6412610 | 5230 | 347.58 | 00150252 |
| BSN SPORTS | V6400615 | 4310 | 1,504.74 | 00150660 |
| BSN SPORTS LLC | V6412536 | 4355 | 1,264.82 | 00150315 |
|  |  | 4410 | 2,676.05 | 00150315 |
|  |  |  | 5,721.51 | 00150661 |
| BUSWEST LLC | V6407892 | 4376 | 3,141.34 | 00150581 |
|  |  | 4385 | 895.09 | 00150581 |
| CADA CENTRAL | V6400658 | 5210 | 1,050.00 | 00150316 |
|  |  | 5310 | 250.00 | 00150316 |
| CAL BUILDING SYSTEMS INC | V6412620 | 5610 | 780.00 | 00150662 |
| CAL LIFT INC | V6400664 | 5210 | 99.70 | 00150539 |
|  |  | 5610 | 325.93 | 00150539 |
| CALIFORNIA CUSHION COMPANY INC. | V6411382 | 4355 | 225.20 | 00150148 |
| CALIFORNIA DEPARTMENT OF EDUC. | V6400688 | 5210 | 6,000.00 | 00150363 |
| CALIFORNIA DEPARTMENT OF EDUCATION | V6400686 | 5210 | 1,575.00 | 00150540 |
| CALIFORNIA DEPT. OF JUSTICE | V6400689 | 5810 | 2,999.00 | 00150261 |
| CALIFORNIA PLUMBING PARTS | V6412567 | 4355 | 4,292.81 | 00150262 |
|  |  |  | 2,817.25 | 00150636 |
| CALIFORNIA RETROFIT INC | V6406910 | 4347 | 356.66 | 00150541 |
|  |  | 4355 | 506.21 | 00150541 |
|  |  |  | 176.92 | 00150663 |
| CALIFORNIANS DEDICATED TO EDUCATION | V6411460 | 5210 | 1,700.00 | 00150317 |
| CANYON AUTO GLASS | V6408005 | 4370 | 156.24 | 00150253 |
|  |  | 5610 | 100.00 | 00150253 |
| CARMAN, CANDICE | V6412031 | 5220 | 41.42 | 00150364 |
| CARNEGIE LEARNING INC. | V6411378 | 4150 | 329,283.94 | 00150293 |
|  |  |  | 3,135.10 | 00150664 |
| CARRILLO, JULIE | V6413115 | 5210 | 800.00 | 00150263 |
| CART MAN INC, THE | V6404668 | 5610 | 668.31 | 00150264 |
| CASBO | V6400793 | 5210 | 905.00 | 00150318 |
|  |  | 5310 | 3,000.00 | 00150453 |
| CASBO VENDOR SHOW | V6405436 | 5210 | 240.00 | 00150365 |
| CASILLAS, ROBYN | V6412036 | 5220 | 74.67 | 00150366 |
| CCIS | V6406510 | 5210 | 2,460.00 | 00150454 |
|  |  |  | 1,230.00 | 00150665 |
| CDW GOVERNMENT INC. | V6400819 | 4410 | 1,320.88 | 00150090 |
|  |  |  | 215.05 | 00150163 |


| VENDOR NAME | VENDORID | OBJ |
| :---: | :---: | :---: |
| CENGAGE LEARNING | V6404723 | 4150 |
|  |  | 4210 |
| CERASUOLO, KATHRYN | V6412765 | 5220 |
| CERTIFIED ART SUPPLY | V6400850 | 9320 |
| CERTIFIED TRANSPORTATION SVCS | V6400852 | 5620 |
| CHILD SHUTTLE | V6406415 | 5870 |
| CIF SOUTHERN SECTION | V6400941 | 5310 |
| CIF STATE OFFICE | V6412731 | 5310 |
| CITY OF ANAHEIM | V6400957 | 5520 |
|  |  | 5530 |
|  |  | 5580 |
| CITY OF BUENA PARK | V6400958 | 5530 |
|  |  | 5580 |
| CLARK SECURITY PRODUCTS | V6400966 | 4355 |
|  |  | 4410 |
| CLARKE, WILLIAM | V6413101 | 5805 |
| COCO PRINTING AND GRAPHICS | V6410045 | 5810 |
| COMMERCIAL ROOFING SYSTEMS INC | V6413072 | 5610 |
| COMPLETE OFFICE OF CA | V6411539 | 9320 |
| CONTINENTAL CHEMICAL AND SANITARY | V6409578 | 9320 |
| COOKE, MARYJO | V6407036 | 5220 |
| CUELLAR, AMIE | V6411279 | 5210 |
| CULVER NEWLIN | V6411589 | 4310 |
|  |  | 4320 |
|  |  | 4410 |
| CUMMINS PACIFIC LLC | V6401190 | 4410 |
| CYPRESS COLLEGE | V6407842 | 5880 |
| D. HAUPTMAN CO. | V6401220 | 4310 |
| D. HAUPTMAN CO. INC. | V6405405 | 9320 |
| DAVIS, MICHAEL | V6413107 | 5230 |
| DEMCO INC | V6401318 | 4315 |
| DEVEREUX TEXAS TREATMENT NETWORK | V6401339 | 5860 |
| DHAWAN, SONITA | V6410951 | 5220 |
| DIVISION OF THE STATE ARCHITECT | V6411414 | 5880 |
| DUCA, JASON | V6407065 | 5220 |
| DUNN EDWARDS PAINTS | V6401448 | 4355 |
| E.B. BRADLEY COMPANY | V6401456 | 4355 |
| EBERHARD EQUIPMENT | V6405532 | 4347 |


| AMOUNT | CK\# |
| ---: | :---: |
| $2,145.57$ | 00150091 |
| $1,834.44$ | 00150319 |
| $667,484.93$ | 00150367 |
| $1,834.44$ | 00150516 |
| $5,576.06$ | 00150666 |
| 70.85 | 00150149 |
| $4,821.60$ | 00150667 |
| $1,112.80$ | 00150368 |
| 864.00 | 00150254 |
| 830.00 | 00150320 |
| $1,210.00$ | 00150668 |
| $2,301.00$ | 00150092 |
| $1,289.34$ | 00150542 |
| $219,348.19$ | 00150150 |
| $51,815.27$ | 00150164 |
| $154,864.99$ | 00150543 |
| $60,795.37$ | 00150150 |
| $10,066.50$ | 00150164 |
| $32,120.90$ | 00150543 |
| $24,183.11$ | 00150150 |
| $4,283.01$ | 00150164 |
| $10,820.10$ | 00150543 |
| $2,266.18$ | 00150294 |
| 234.12 | 00150294 |
| $2,034.79$ | 00150517 |
| 805.99 | 00150737 |
| $5,000.00$ | 00150093 |
| $1,998.00$ | 00150544 |
| $265,555.40$ | 00150321 |
| $12,556.22$ | 00150216 |
| $24,528.32$ | 00150637 |
| 58.32 | 00150295 |
| 108.14 | 00150455 |
| 552.76 | 00150369 |
| $1,283.30$ | 00150217 |
| 413.76 | 00150456 |
| $3,438.09$ | 00150582 |
| 49.63 | 00150296 |
| $1,680.00$ | 00150669 |
| 452.13 | 00150094 |
| 91.98 | 00150165 |
| $5,010.38$ | 00150738 |
| 249.00 | 00150255 |
| 125.83 | 00150670 |
| $14,005.38$ | 00150739 |
| 29.98 | 00150370 |
| $14,750.00$ | 00150122 |
| 62.18 | 00150371 |
| 611.16 | 00150151 |
| 404.89 | 00150671 |
| 556.93 | 00150297 |
| $4,137.60$ | 00150740 |
| $4,590.15$ | 00150740 |
|  |  |

VENDOR NAME
ECONOMY RENTALS INC

ELAM, PIPER
ESPERANZA, RAFAEL
ESRI INC.
EVOQUA WATER TECHNOLOGIES LLC.
EWING IRRIGATION PRODUCTS EXPO PROPANE
F.M. THOMAS AIR CONDITIONING INC.

FABIAN, OSCAR
FARMAN, JUANA
FARMERS AND MERCHANTS BANK
FARR'S CUSTOM CARBIDE TOOLING
FATHER FLANAGAN'S BOYS' HOME
FEDEX
FELIX, STEPHANIE
FERGUSON ENTERPRISES INC

FERRELLGAS LP

FIVE STAR RUBBER STAMP INC

| FLEET SERVICES INC | V6405625 | 4376 |
| :--- | :---: | :---: |
|  |  |  |
|  |  | 4385 |
| FLINN SCIENTIFIC INC | V6401708 | 4310 |
| FLIPPEN GROUP LLC, THE | V6412132 | 4310 |
|  |  | 5880 |
| FLORES, STEPHANIE | V6412292 | 5220 |
| FOLLETT SCHOOL SOLUTIONS INC. |  |  |
| FOUNDATION FOR CALIFORNIA | V6411526 | 4150 |
| FOUNDATION FOR EDUCATIONAL | V6412655 | 5810 |
| FOUNDATION FOR KOREAN LANGUAGE AND | V6410559 | 5210 |
| FOY, JULIE | V6402471 | 5210 |
|  | V6402307 | 5210 |
| FUENTES, JENNIFER | V6405244 | 4310 |
| FULLERTON ACE HARDWARE | V6401776 | 4210 |
| FULLERTON COLLEGE BURSAR'S OFFICE | V6412498 | 4320 |


| VENDORID | OBJECT | AMOUNT | CK\# |
| :---: | :---: | :---: | :---: |
| V6401478 | 5610 | 378.81 | 00150672 |
|  | 5620 | 627.96 | 00150298 |
|  |  | 1,287.96 | 00150672 |
| V6413097 | 5210 | 50.01 | 00150457 |
| V6413119 | 5210 | 1,226.52 | 00150372 |
| V6401603 | 5880 | 359.69 | 00150638 |
| V6408457 | 5610 | 487.08 | 00150299 |
| V6401634 | 4355 | 1,299.78 | 00150095 |
| V6412144 | 5810 | 582.66 | 00150458 |
| V6401651 | 5610 | 4,654.33 | 00150373 |
| V6411103 | 5210 | 850.00 | 00150322 |
| V6406999 | 5220 | 153.47 | 00150374 |
| V6412156 | 5880 | 361.18 | 00150300 |
| V6410142 | 4355 | 146.21 | 00150096 |
| V6409821 | 4210 | 1,094.40 | 00150545 |
| V6401675 | 5910 | 129.04 | 00150518 |
| V6412478 | 5220 | 175.13 | 00150375 |
| V6409823 | 4355 | 396.76 | 00150166 |
|  |  | 785.54 | 00150376 |
|  |  | 401.18 | 00150583 |
|  |  | 288.75 | 00150673 |
| V6411875 | 5810 | 6,042.85 | 00150097 |
|  |  | 3,206.93 | 00150167 |
|  |  | 5,305.41 | 00150323 |
|  |  | 2,072.50 | 00150459 |
|  |  | 4,435.08 | 00150546 |
|  |  | 1,240.00 | 00150584 |
|  |  | 2,246.61 | 00150674 |
| V6405116 | 4310 | 488.20 | 00150324 |
|  | 4320 | 70.41 | 00150324 |
|  |  | 17.72 | 00150377 |
|  |  | 14.60 | 00150719 |
| V6405625 | 4376 | 647.20 | 00150218 |
|  |  | 2,117.56 | 00150378 |
|  |  | 755.03 | 00150460 |
|  | 4385 | 38.21 | 00150378 |
|  |  | 114.53 | 00150460 |
| V6401708 | 4310 | 18,055.30 | 00150427 |
| V6412132 | 4310 | 601.15 | 00150639 |
|  |  | 110.00 | 00150720 |
|  | 5880 | 295.00 | 00150675 |
| V6412292 | 5220 | 11.99 | 00150168 |
|  |  | 176.20 | 00150265 |
| V6411526 | 4150 | 6,291.85 | 00150219 |
| V6412655 | 5810 | 51,469.50 | 00150428 |
| V6401735 | 5210 | 746.00 | 00150519 |
| V6410559 | 4150 | 4,227.18 | 00150585 |
| V6402471 | 5210 | 343.06 | 00150098 |
|  |  | 252.68 | 00150266 |
| V6402307 | 5210 | 373.72 | 00150301 |
| V6405244 | 4310 | 11.03 | 00150379 |
| V6401776 | 4210 | 18,236.44 | 00150461 |
| V6412498 | 4320 | 406.43 | 00150586 |


| VENDOR NAME | VENDORID | OBJECT | AMIOUNT | CK\# |
| :---: | :---: | :---: | :---: | :---: |
| GANAHL LUMBER CO | V6401804 | 4355 | 2,315.84 | 00150220 |
|  |  |  | 227.79 | 00150325 |
|  |  |  | 300.36 | 00150587 |
|  |  |  | 3,223.66 | 00150640 |
|  |  |  | 126.48 | 00150676 |
| GANS INK AND SUPPLY CO. INC. | V6412496 | 4320 | 716.54 | 00150099 |
|  |  |  | 218.73 | 00150380 |
| GARY'S RADIATOR SERVICE | V6401818 | 4385 | 565.69 | 00150100 |
|  |  | 5610 | 150.00 | 00150100 |
| GAS COMPANY, THE | V6404372 | 5510 | 5,353.46 | 00150221 |
|  |  |  | 205.14 | 00150381 |
| GCR TIRES AND SERVICE | V6409136 | 4386 | 3,661.58 | 00150101 |
|  |  |  | 4,642.53 | 00150588 |
| GDL BEST CONTRACTORS INC | V6412393 | 5610 | 232,750.00 | 00150267 |
| GLASBY MAINTENANCE SUPPLY CO. | V6401863 | 4347 | 773.57 | 00150169 |
|  |  |  | 451.80 | 00150222 |
|  |  |  | 1,714.37 | 00150589 |
| GOLDEN STATE WATER COMPANY | V6408018 | 5530 | 12,003.86 | 00150102 |
|  |  |  | 40,997.37 | 00150520 |
|  |  |  | 9,016.17 | 00150641 |
| GOMPERT, KEN | V6402566 | 5210 | 195.08 | 00150462 |
| GOOGLE APPS EXPERTS INC | V6412419 | 5880 | 743.75 | 00150326 |
| GOPHER SPORTS EQUIPMENT | V6401902 | 4310 | 2,827.68 | 00150223 |
|  |  |  | 1,077.97 | 00150590 |
|  |  |  | 658.47 | 00150642 |
|  |  |  | 1,303.00 | 00150677 |
| GRAINGER | V6404982 | 4355 | 273.16 | 00150224 |
|  |  |  | 119.54 | 00150382 |
|  |  |  | 621.63 | 00150591 |
|  |  |  | 1,774.17 | 00150643 |
|  |  | 4376 | 530.95 | 00150224 |
| GRAY STEP SOFTWARE INC | V6411851 | 5210 | 740.00 | 00150592 |
| GRAYBAR ELECTRIC COMPANY | V6401918 | 4355 | 376.23 | 00150225 |
|  |  |  | 45.75 | 00150383 |
| GREATER ANAHEIM SELPA | V6401927 | 5805 | 3,610.85 | 00150103 |
|  |  |  | 18,043.54 | 00150721 |
|  |  | 8311 | 93,006.94 | 00150170 |
|  |  |  | 93,006.94 | 00150384 |
| GREENS DISCOUNT GLASS AND SCREEN | V6409591 | 4355 | 1,402.91 | 00150226 |
|  |  |  | 3,859.66 | 00150463 |
|  |  |  | 684.24 | 00150722 |
| GROVE, KELLY A. | V6409563 | 5220 | 42.51 | 00150385 |
| GSTINC. | V6401950 | 4310 | 2,140.56 | 00150593 |
|  |  | 5880 | 108.50 | 00150268 |
| H AND H AUTO PARTS WHOLESALE | V6401967 | 4370 | 218.81 | 00150386 |
|  |  | 4385 | 727.82 | 00150464 |
|  |  |  | 1,114.88 | 00150547 |
| HAAF, KIANDRA | V6408281 | 5210 | 48.00 | 00150171 |
| HAMILTON, VALERIE | V6413117 | 5210 | 989.13 | 00150327 |
| HANOVER RESEARCH COUNCIL | V6411714 | 5810 | 42,000.00 | 00150302 |
| HATCHER, PATTY | V6408994 | 5220 | 48.51 | 00150303 |
| HEALTH IMPRESSIONS | V6412333 | 4355 | 1,594.66 | 00150594 |
| HEALTH SCIENCE ASSOCIATES | V6412896 | 5610 | 2,495.80 | 00150595 |
| HEALTHY ADVENTURES FOUNDATION | V6412541 | 5810 | 4,946.38 | 00150678 |


| VENDOR NAME | VENDORID | OBJECT | AMIOUNT | CK\# |
| :---: | :---: | :---: | :---: | :---: |
| HOANG, THUY AND LUCIE NGO | V6411287 | 5870 | 163.08 | 00150387 |
|  |  |  | 74.56 | 00150723 |
| HOME DEPOT CREDIT SERVICES | V6405234 | 4320 | 5.90 | 00150467 |
|  |  |  | 70.99 | 00150548 |
|  |  |  | 487.61 | 00150596 |
|  |  | 4347 | 32.13 | 00150104 |
|  |  |  | 145.43 | 00150105 |
|  |  |  | 86.00 | 00150466 |
|  |  |  | 17.21 | 00150548 |
|  |  | 4355 | 1,446.03 | 00150104 |
|  |  |  | 45.48 | 00150465 |
|  |  |  | 1,967.75 | 00150548 |
|  |  |  | 565.46 | 00150596 |
|  |  |  | 263.93 | 00150644 |
|  |  |  | 287.97 | 00150679 |
| HORIZON | V6408259 | 4347 | 1,007.89 | 00150549 |
| HOTSY EQUIPMENT CO. | V6402080 | 4347 | 146.30 | 00150597 |
| HOUGHTON MIFFLIN HARCOURT | V6407563 | 4150 | 3,890.64 | 00150388 |
|  |  |  | 4,541.05 | 00150598 |
|  |  | 4310 | 298.81 | 00150388 |
| HOWARD INDUSTRIES | V6402088 | 4355 | 178.00 | 00150389 |
|  |  |  | 481.38 | 00150550 |
| HOWARD TECHNOLOGY SOLUTIONS | V6413088 | 4310 | 303.86 | 00150599 |
|  |  | 4410 | 3,524.50 | 00150599 |
| HP DIRECT | V6408671 | 4410 | 9,697.50 | 00150390 |
| HUGHES, SHARON | V6411964 | 5210 | 207.49 | 00150328 |
| HUTTNER, HEATHER | V6412032 | 5220 | 48.34 | 00150391 |
| ICOULDBE.ORG INC. | V6406126 | 5880 | 3,600.00 | 00150468 |
| ICS SERVICE CO. | V6406452 | 5620 | 1,216.44 | 00150680 |
| IMAGE APPAREL FOR BUSINESS | V6402628 | 4345 | 6,302.45 | 00150429 |
|  |  |  | 1,091.40 | 00150551 |
|  |  |  | 1,743.17 | 00150600 |
|  |  |  | 571.94 | 00150645 |
|  |  | 4355 | 627.60 | 00150429 |
|  |  |  | (92.14) | 00150600 |
|  |  | 5610 | 2,088.53 | 00150600 |
| IMAGE SOURCE | V6412458 | 4320 | 40.95 | 00150430 |
|  |  |  | 275.84 | 00150601 |
| INLAND GROUP LLC. | V6412769 | 5810 | 4,918.79 | 00150724 |
| INLAND TOP SOIL MIXES INC. | V6402153 | 4347 | 2,134.69 | 00150106 |
|  |  |  | 495.00 | 00150552 |
| INTELESYSONE INC. | V6412444 | 4310 | 671.27 | 00150646 |
|  |  | 4320 | 968.79 | 00150602 |
|  |  | 5610 | 7.63 | 00150602 |
|  |  | 5880 | 625.60 | 00150646 |
| INTERNATIONAL BACCALAUREATE ORGANIZATION | V6411389 | 5210 | 744.00 | 00150647 |
| $J$ AND A FENCE | V6409989 | 5610 | 3,675.00 | 00150553 |
| J.W. PEPPER AND SON INC. | V6402214 | 4310 | 82.38 | 00150648 |
|  |  |  | 72.73 | 00150725 |
| JABBAR, ALKAMALEE | V6411490 | 5210 | 901.36 | 00150172 |


| VENDOR NAME | VENDORID | OBJECT | AMOUNT | CK\# |
| :---: | :---: | :---: | :---: | :---: |
| JACKSONS A S BREA FMP | V6406346 | 4347 | 171.53 | 00150107 |
|  |  |  | 270.42 | 00150521 |
|  |  | 4370 | 258.85 | 00150107 |
|  |  |  | 25.34 | 00150469 |
|  |  |  | 434.55 | 00150521 |
|  |  | 4375 | 229.89 | 00150107 |
|  |  |  | 43.92 | 00150469 |
|  |  |  | 120.18 | 00150521 |
|  |  | 4376 | 244.54 | 00150107 |
|  |  |  | 106.58 | 00150469 |
|  |  | 4385 | 384.29 | 00150107 |
|  |  |  | 420.87 | 00150469 |
|  |  |  | 282.95 | 00150521 |
|  |  | 4387 | 743.37 | 00150469 |
| JART DIRECT MAIL SERVICE | V6402271 | 4310 | 3,362.55 | 00150554 |
| JB BOSTICK COMPANY INC | V6411311 | 5610 | 9,080.00 | 00150603 |
| JEYCO PRODUCTS INC | V6402332 | 4375 | 785.35 | 00150108 |
|  |  |  | 1,643.63 | 00150470 |
|  |  |  | 1,128.78 | 00150522 |
| JHM SUPPLY INC. | V6411647 | 4355 | 4,325.21 | 00150109 |
|  |  |  | 1,144.23 | 00150173 |
|  |  |  | 7,175.73 | 00150555 |
|  |  |  | 242.83 | 00150604 |
|  |  |  | 481.79 | 00150649 |
|  |  |  | 43.91 | 00150681 |
|  |  |  | 712.56 | 00150726 |
| JOHNSTONE SUPPLY | V6402415 | 4355 | 602.35 | 00150523 |
|  |  |  | 381.72 | 00150556 |
| JONES AND BARTLETT PUBLISHERS INC. | V6409282 | 4210 | 3,979.25 | 00150524 |
| JSTOR | V6413111 | 5880 | 3,000.00 | 00150557 |
| JUNIOR LIBRARY GUILD | V6402477 | 4210 | 6,198.21 | 00150727 |
| KARMATECH INC | V6412903 | 4310 | 348.03 | 00150605 |
| KEMP, CHRISTINE | V6400923 | 5220 | 26.44 | 00150392 |
| KERSTEN, JOHANNA | V6406865 | 5210 | 876.00 | 00150174 |
| KNORR SYSTEMS INC. | V6402610 | 4355 | 7,370.10 | 00150471 |
|  |  |  | 5,405.69 | 00150558 |
|  |  | 5610 | 25,436.52 | 00150558 |
| KNOWLAND CONSTRUCTION SERVICES LLC | V6409073 | 5810 | 5,621.00 | 00150431 |
| KUBIAK, WENDY | V6413102 | 5210 | 775.00 | 00150110 |
| KUSTOM IMPRINTS | V6408734 | 4310 | 487.78 | 00150111 |
|  |  |  | 1,030.31 | 00150175 |
|  |  |  | 21,635.73 | 00150559 |
|  |  |  | 691.74 | 00150606 |
|  |  | 4320 | 319.90 | 00150175 |
| KYA SERVICES | V6411393 | 5610 | 11,101.52 | 00150472 |
| LA PALMA CLEANERS | V6411465 | 5560 | 552.50 | 00150176 |
|  |  |  | 542.50 | 00150560 |
| LABELL EXCHANGE | V6412680 | 5918 | 600.00 | 00150473 |
| LAGUNA CLAY CO. | V6402645 | 4310 | 1,474.46 | 00150525 |
| LAMOTTE COMPANY | V6410677 | 4310 | 375.83 | 00150526 |
| LAMPO GROUP LLC, THE | V6413090 | 4310 | 439.99 | 00150607 |
| LANINGHAM, DANIEL | V6401246 | 5210 | 271.20 | 00150432 |
| LAU, JUNE | V6413121 | 5210 | 1,753.67 | 00150329 |
| LE, CAITLIN | V6411725 | 5220 | 45.51 | 00150474 |


| LEDTERMAN CAYLIN ${ }^{\text {VENDOR NAME }}$ | VENDORID | OBJECT | AMIOUNT | CK\# |
| :---: | :---: | :---: | :---: | :---: |
|  | V6410914 | 5210 | 343.06 | 00150112 |
| LEE, GRACE | V6412783 | 5210 | 241.86 | 00150113 |
|  |  |  | 141.92 | 00150330 |
| LEGO EDUCATION | V6407799 | 4310 | 1,775.50 | 00150650 |
| LEONARD CHAIDEZ TREE SERVICE | V6402714 | 4347 | 40.00 | 00150527 |
| LETTER PERFECT SIGNS | V6402726 | 4355 | 285.53 | 00150608 |
| LIBRARY STORE, THE | V6402737 | 4315 | 191.94 | 00150561 |
| LINCOLN AQUATICS | V6411554 | 4355 | 86.30 | 00150609 |
| LOARA ASB | V6402803 | 5810 | 665.00 | 00150304 |
| LONG, GARRETT | V6412021 | 5210 | 1,170.68 | 00150114 |
| LOPEZ, CYNTHIA D. | V6407771 | 5220 | 89.38 | 00150393 |
| LOPEZ, HOMER A. | V6413105 | 4320 | 1,188.00 | 00150528 |
| LOS ANGELES FREIGHTLINER INC | V6402833 | 4376 | 107.98 | 00150529 |
| LUCYS LAUNDRY ANAHEIM | V6412017 | 5560 | 574.68 | 00150331 |
|  |  |  | 185.05 | 00150394 |
|  |  |  | 160.49 | 00150475 |
|  |  |  | 175.61 | 00150530 |
|  |  |  | 133.29 | 00150562 |
|  |  |  | 128.18 | 00150651 |
| LUDEMAN, TISHA | V6407013 | 5210 | 975.57 | 00150177 |
| LUNDQUIST, KATHY | V6402536 | 5220 | 27.80 | 00150395 |
| MAGNATAG VISIBLE SYSTEMS | V6402919 | 4410 | 1,218.89 | 00150269 |
| MAINTEX INC. | V6411331 | 9320 | 8,573.88 | 00150270 |
| MARRUJO, MATT | V6411404 | 5210 | 850.00 | 00150332 |
| MC FADDEN DALE HARDWARE CO | V6403056 | 4345 | 551.68 | 00150563 |
|  |  | 4347 | 28.23 | 00150563 |
|  |  | 4355 | 318.84 | 00150115 |
|  |  |  | 108.36 | 00150178 |
|  |  |  | 383.57 | 00150563 |
|  |  |  | 232.35 | 00150610 |
|  |  |  | 36.42 | 00150652 |
| MC GRAW HILL EDUCATION INC. | V6411310 | 4150 | 9,270.45 | 00150433 |
|  |  |  | 5,040.92 | 00150564 |
|  |  |  | 1,498.27 | 00150653 |
|  |  | 4210 | 1,066.72 | 00150433 |
|  |  | 5850 | 58.94 | 00150564 |
| MCWIL SPORTS SURFACES INC | V6412723 | 5610 | 84,689.00 | 00150227 |
| MEDCO SPORTS MEDICINE | V6405872 | 4320 | 658.35 | 00150271 |
|  |  |  | 929.44 | 00150565 |
|  |  |  | 1,089.34 | 00150728 |
| METRO DIESEL INJECTION INC | V6412596 | 4370 | 700.38 | 00150566 |
| MG ARTS | V6412627 | 5610 | 4,000.00 | 00150434 |
|  |  |  | 4,500.00 | 00150531 |
| MICRON GROUP INC. | V6412150 | 5810 | 348.00 | 00150567 |
| MIKE ELAM CONSTRUCTION | V6412866 | 5610 | 2,185.00 | 00150228 |
| MOBILE INDUSTRIAL SUPPLY | V6407890 | 4375 | 56.00 | 00150476 |
| MONTGOMERY HARDWARE CO. | V6405624 | 4355 | 3,186.61 | 00150229 |
|  |  |  | 1,488.57 | 00150568 |
|  |  |  | 3,165.10 | 00150654 |
|  |  |  | 1,603.32 | 00150682 |
| MONTOY, NICOLE | V6413103 | 5210 | 775.02 | 00150116 |
| MORENO, LORENA | V6413094 | 5210 | 988.43 | 00150272 |
| MORSCO SUPPLY LLC | V6412910 | 4355 | 11.22 | 00150569 |


| MPS VENDOR NAME | VENDORID | OBJECT | AMOUNT | CK\# |
| :---: | :---: | :---: | :---: | :---: |
|  | V6404926 | 4150 | 5,234.39 | 00150230 |
|  |  |  | 11,541.17 | 00150273 |
| NASCO | V6403253 | 9320 | 3,312.41 | 00150683 |
| NATIONAL DANCE EDUCATION ORGANIZATION | V6412897 | 5210 | 580.00 | 00150305 |
| NAVARRO, MONICA | V6412545 | 5220 | 15.26 | 00150179 |
| NEARPOD INC | V6413059 | 5880 | 2,960.10 | 00150333 |
| NEVCO INC | V6406113 | 4355 | 185.72 | 00150334 |
| NEVERWARE INC | V6412727 | 5880 | 3,240.00 | 00150274 |
| NEWEGG BUSINESS INC | V6412716 | 4310 | 1,914.41 | 00150180 |
| NIMCO | V6403365 | 4310 | 3,713.60 | 00150275 |
|  |  |  | 912.79 | 00150570 |
| NOREDINK CORP | V6413076 | 5880 | 10,500.00 | 00150181 |
| NORTH ORANGE COUNTY REGIONAL | V6403384 | 5805 | 636,976.94 | 00150396 |
|  |  |  | 966.39 | 00150571 |
|  |  |  | 636,976.94 | 00150729 |
| OCDE | V6403452 | 5210 | 85.00 | 00150306 |
|  |  | 5810 | 600.00 | 00150231 |
|  |  | 7141 | 4,288.67 | 00150741 |
| OFFICE DEPOT | V6403421 | 4320 | 596.65 | 00150477 |
|  |  |  | 262.36 | 00150611 |
|  |  | 9320 | 4,902.63 | 00150123 |
| OMNISOURCE MARKETING | V6411430 | 4310 | 14,597.76 | 00150684 |
| ORANGE COUNTY PUBLIC SAFETY | V6411157 | 5810 | 13,700.00 | 00150685 |
|  |  |  | 13,700.00 | 00150743 |
| ORANGE COUNTY TRANSIT AUTHORITY | V6406414 | 5880 | 10,687.50 | 00150478 |
| ORANGE UNIFIED SCHOOL DISTRICT | V6406015 | 5620 | 10,239.00 | 00150612 |
| O'REILLY AUTO PARTS | V6411401 | 4370 | 650.81 | 00150397 |
|  |  | 4376 | (26.94) | 00150397 |
| ORRAVAN MECHANICAL | V6411315 | 5610 | 930.00 | 00150686 |
| ORVAC ELECTRONICS | V6403479 | 4320 | 118.49 | 00150479 |
|  |  | 4355 | 197.60 | 00150479 |
|  |  |  | 61.87 | 00150613 |
| OSORIO, CAROLINA | V6412767 | 5210 | 745.00 | 00150480 |
| PARADIGM HEALTHCARE SERVICES | V6403536 | 5810 | 42,874.26 | 00150481 |
| PARK, ESTHER | V6411350 | 5220 | 28.34 | 00150182 |
| PARKER AND COVERT LLP | V6403544 | 5810 | 2,575.50 | 00150117 |
|  |  | 5821 | 14,637.00 | 00150398 |
| PARKHOUSE TIRE INC. | V6403547 | 4386 | 1,987.83 | 00150399 |
| PATINO, REUBEN | V6403910 | 5220 | 102.90 | 00150335 |
| PAVASARS, JOHN | V6408437 | 5220 | 71.67 | 00150482 |
| PAXTON PATTERSON | V6403589 | 4310 | 1,815.46 | 00150483 |
|  |  |  | 117.69 | 00150687 |
| PC AND MACEXCHANGE | V6410706 | 4410 | 4,037.39 | 00150688 |
| PEARSON EDUCATION | V6403609 | 4150 | 4,579.20 | 00150232 |
| PENNER PARTITIONS INC | V6403625 | 4355 | 81.35 | 00150124 |
|  |  |  | 315.16 | 00150484 |
| PERFECTION LEARNING CORP | V6403635 | 4210 | 51.41 | 00150485 |
| PEST OPTIONS INC | V6406848 | 5610 | 515.00 | 00150614 |
| PINEDA'S NURSERY INC | V6403670 | 4347 | 78.30 | 00150400 |
| PIONEER ATHLETICS | V6413110 | 4355 | 1,880.98 | 00150486 |
| PIPS | V6407384 | 3601 | 324,095.38 | 00150401 |
|  |  | 3602 | 108,031.79 | 00150401 |
| PITNEY BOWES | V6403677 | 5610 | 252.32 | 00150233 |
|  |  | 5910 | 15,234.68 | 00150615 |


| VENDOR NAME | VENDOR ID | OBJECT | AMOUNT | CK\# |
| :---: | :---: | :---: | :---: | :---: |
| PIXEL DENSITY DESIGN INC | V6413017 | 6490 | 11,750.00 | 00150307 |
| PLUMBING AND INDUSTRIAL SUPPLY CO INC | V6412332 | 4355 | 711.45 | 00150402 |
|  |  |  | 47.80 | 00150616 |
| POOL SUPPLY OF ORANGE COUNTY | V6403700 | 4355 | 482.07 | 00150487 |
|  |  |  | 1,357.61 | 00150617 |
| POOR RICHARD'S PRESS | V6412712 | 4210 | 3,574.42 | 00150234 |
| POWERSCHOOL GROUP LLC | V6412718 | 5880 | 143,973.62 | 00150118 |
| PRESCOTT HARDWARE AND SHEET | V6408590 | 4355 | 170.45 | 00150488 |
| PRINGLES DRAPERIES AND BLINDS | V6405953 | 4355 | 133.00 | 00150489 |
| PROTECTION ONE ALARM MONITORING INC. | V6412084 | 5620 | 3,229.83 | 00150403 |
| RAMIREZ, MARIA T. | V6412066 | 5220 | 42.51 | 00150183 |
| RANGEL, ANDRES | V6412885 | 5220 | 82.02 | 00150256 |
| REAL, JEANNETTE | V6411176 | 5220 | 157.18 | 00150404 |
| REEL LUMBER SERVICE | V6403871 | 4310 | 783.79 | 00150618 |
|  |  | 4355 | 433.00 | 00150490 |
| REFRIGERATION SUPPLIES DIST. | V6403873 | 4355 | 1,659.76 | 00150125 |
|  |  |  | 4,169.45 | 00150491 |
|  |  |  | 1,767.70 | 00150619 |
| REVOLVING CASH FUND | V6405190 | 2443 | 1,212.58 | 00150276 |
|  |  | 4390 | 1,000.00 | 00150276 |
|  |  | 5910 | 14,266.87 | 00150276 |
| RIDDELL ALL AMERICAN | V6403939 | 4310 | 5,731.61 | 00150620 |
|  |  |  | 5,711.55 | 00150689 |
| RIDDLE APPLIANCE AND TV | V6406711 | 5610 | 208.00 | 00150235 |
|  |  |  | 374.03 | 00150621 |
| RODARTE, JACQUELINE | V6413086 | 5210 | 689.15 | 00150336 |
| ROGERS ATHLETIC CO | V6407072 | 4310 | 404.07 | 00150126 |
|  |  | 4410 | 1,436.21 | 00150126 |
|  |  | 6490 | 1,339.73 | 00150126 |
| ROOT, JENNIFER | V6412833 | 5210 | 309.96 | 00150492 |
| ROSETTA STONE LTD. | V6409723 | 5880 | 23,750.00 | 00150493 |
| S.C. SIGNS AND SUPPLIES LLC | V6410977 | 4355 | 991.30 | 00150337 |
|  |  |  | 603.40 | 00150622 |
| SAFETY KLEEN | V6404072 | 5610 | 7,852.35 | 00150338 |
| SALDIVAR, HECTOR | V6406074 | 5210 | 828.24 | 00150127 |
|  |  |  | 29.00 | 00150277 |
| SALDIVAR, NATALIE | V6412045 | 5210 | 95.00 | 00150339 |
| SALDIVAR, ROBERT | V6407767 | 5210 | 1,349.02 | 00150128 |
| SANTANDER LEASING LLC | V6412041 | 7438 | 3,956.13 | 00150690 |
|  |  | 7439 | 78,789.87 | 00150690 |
| SANTILLANA PUBLISHING CO INC | V6405311 | 4210 | 23.25 | 00150340 |
| SC FUELS | V6404378 | 4384 | 828.35 | 00150341 |
| SCHEIN INC, HENRY | V6403123 | 4410 | 2,603.27 | 00150572 |
| SCHOLASTIC INC. | V6404152 | 4310 | 335.42 | 00150691 |
| SCHOOL BUS PARTS | V6404157 | 4375 | 110.06 | 00150342 |
|  |  | 4385 | 626.16 | 00150342 |
| SCHOOL OUTFITTERS | V6408379 | 4410 | 5,493.95 | 00150343 |
| SCHOOL SERVICES OF CALIFORNIA INC. | V6404171 | 4320 | 80.37 | 00150494 |
|  |  | 5210 | 940.00 | 00150494 |
| SCHOOL SPECIALTY INC | V6404173 | 4310 | 1,678.75 | 00150129 |
|  |  | 9320 | 1,351.45 | 00150129 |


| VENDOR NAME | VENDORID | OBJECT | AMIOUNT | CK\# |
| :---: | :---: | :---: | :---: | :---: |
| SCHORR METALS INC | V6404179 | 4355 | 215.60 | 00150344 |
|  |  |  | 404.49 | 00150495 |
|  |  |  | 862.00 | 00150692 |
|  |  | 4376 | 51.70 | 00150344 |
| SEHI COMPUTER PRODUCTS INC | V6404221 | 4310 | 47,023.21 | 00150130 |
|  |  | 4320 | 1,725.79 | 00150130 |
|  |  |  | 277.87 | 00150655 |
|  |  | 4410 | 19,122.45 | 00150130 |
|  |  |  | 4,085.50 | 00150655 |
|  |  | 5880 | 17.47 | 00150130 |
| SELTZER, MICHAEL | V6403109 | 5210 | 204.80 | 00150345 |
| SHERWIN WILLIAMS CO., THE | V6410919 | 4320 | 42.83 | 00150131 |
|  |  | 4355 | 228.70 | 00150131 |
|  |  |  | 127.15 | 00150184 |
|  |  |  | 205.62 | 00150693 |
| SHIM, ANGELA | V6400285 | 5210 | 13.19 | 00150435 |
| SHRED IT USA LLC | V6411124 | 5610 | 2,223.96 | 00150278 |
| SIGLER INC., RUSSELL | V6410420 | 4355 | 4,102.20 | 00150132 |
|  |  |  | 575.70 | 00150496 |
|  |  |  | 259.08 | 00150623 |
| SIGN MART PLASTICS PLUS | V6412529 | 5810 | 1,889.94 | 00150133 |
| SMITH WALBRIDGE BAND PRODUCTS LLC | V6413081 | 4310 | 577.13 | 00150134 |
| SNO SITES | V6413113 | 4310 | 650.00 | 00150405 |
| SOCALGRAD | V6411708 | 4310 | 10.78 | 00150135 |
|  |  |  | 21.56 | 00150694 |
|  |  | 4320 | 6,538.55 | 00150135 |
| SOCIETY OF HEALTH AND PHYSICAL EDUCATORS | V6411758 | 5880 | 2,339.38 | 00150624 |
| SODEXOINC. | V6411931 | 4390 | 823.91 | 00150406 |
| SOLORZANO, RAYMOND | V6411140 | 5210 | 806.55 | 00150136 |
| SOUTH COAST AIR QUALITY | V6404356 | 5880 | 910.89 | 00150407 |
| SOUTHERN CALIFORNIA EDISON CO. | V6404370 | 5520 | 186,572.15 | 00150408 |
| SOUTHWEST SCHOOL AND OFFICE SUPPLY | V6404383 | 9320 | 55,577.60 | 00150137 |
|  |  |  | 215.50 | 00150695 |
| SPEECH LANGUAGE PATHOLOGY AUDIOLOGY | V6410486 | 5880 | 200.00 | 00150308 |
| SPICERS PAPER INC | V6404405 | 4320 | 2,821.65 | 00150138 |
| SPRINT SOLUTIONS INC | V6411072 | 5918 | 320.48 | 00150185 |
|  |  |  | 320.47 | 00150573 |
| SPYKERMAN, JULIE | V6405752 | 5220 | 47.03 | 00150346 |
| STAPLES ADVANTAGE | V6410116 | 4310 | 1,569.09 | 00150139 |
|  |  |  | 106.45 | 00150696 |
|  |  | 4320 | 5,114.82 | 00150139 |
|  |  |  | 498.88 | 00150140 |
|  |  |  | 215.49 | 00150236 |
|  |  | 9320 | 12,839.84 | 00150139 |
| STATE OF CALIFORNIA | V6404447 | 5880 | 675.00 | 00150742 |
| STATISTA INC | V6412709 | 5880 | 19,950.00 | 00150409 |
| STEINBRICK, GAIL | V6408751 | 5220 | 101.92 | 00150410 |
| SULTAN, HANI | V6413123 | 5210 | 4,492.52 | 00150697 |
| SUPERIOR TEXT | V6412726 | 4150 | 742.94 | 00150237 |
|  |  |  | 148.59 | 00150698 |
| SYSCLOUDINC | V6412028 | 5880 | 20,000.00 | 00150141 |
| SZENERI, KANDYCE | V6412490 | 5220 | 25.02 | 00150411 |


| VENDOR NAME | VENDOR ID | OBJECT | AMOUNT | CK\# |
| :---: | :---: | :---: | :---: | :---: |
| TMOBILE | V6410424 | 5918 | 370.52 | 00150279 |
|  |  |  | 3,424.54 | 00150412 |
| TAMBARA, BARRY | V6412423 | 5805 | 2,500.00 | 00150152 |
|  |  |  | 1,500.00 | 00150497 |
| TELL STEEL | V6404633 | 4376 | 378.74 | 00150153 |
|  |  | 4385 | 867.80 | 00150153 |
| TEXTBOOK WAREHOUSE | V6404663 | 4150 | 5,310.62 | 00150154 |
|  |  |  | 968.89 | 00150699 |
|  |  | 4210 | 564.39 | 00150154 |
|  |  |  | 377.13 | 00150699 |
| THE EDEXCELLENCE GROUP LLC | V6413079 | 5880 | 999.00 | 00150119 |
| THE SOLIS GROUP | V6412965 | 5810 | 7,293.00 | 00150436 |
| THE SOUTH VIETNAMESE MARINES VETERAN | V6413125 | 5880 | 500.00 | 00150413 |
| THINK TANK MEDIA | V6413118 | 5210 | 3,816.00 | 00150414 |
| TORO AIRE INC | V6408584 | 4355 | 259.68 | 00150700 |
| TOWNSEND PUBLIC AFFAIRS INC. | V6413003 | 5810 | 10,000.00 | 00150625 |
| TRANE COMPANY, THE | V6407007 | 4355 | 1,775.46 | 00150155 |
|  |  |  | 385.44 | 00150701 |
| TRILLIUM FINISHING | V6412701 | 5810 | 13,006.56 | 00150156 |
| TROXELL COMMUNICATIONS INC | V6404796 | 4410 | 2,930.80 | 00150157 |
| TRUCK PRO PTO SALES CORPORATION | V6403784 | 4370 | 2,770.90 | 00150158 |
|  |  |  | 473.54 | 00150702 |
|  |  | 4376 | 5,961.20 | 00150158 |
|  |  |  | 756.49 | 00150702 |
|  |  | 4385 | 1,352.27 | 00150158 |
|  |  |  | 335.89 | 00150702 |
|  |  | 4387 | 343.82 | 00150702 |
| TURF STAR INC | V6404805 | 4347 | 1,238.45 | 00150159 |
|  |  |  | 185.07 | 00150703 |
|  |  | 5610 | 3,120.50 | 00150159 |
| TURNER, KELLY | V6412035 | 5210 | 1,053.70 | 00150498 |
| U S BANK | V6406511 | 4210 | 14.75 | 00150142 |
|  |  | 4310 | 15,247.83 | 00150142 |
|  |  |  | 3,115.14 | 00150415 |
|  |  | 4320 | 2,944.07 | 00150142 |
|  |  |  | 659.31 | 00150415 |
|  |  | 4390 | 1,935.37 | 00150142 |
|  |  |  | 2,284.64 | 00150415 |
|  |  | 5210 | 8,300.79 | 00150142 |
|  |  |  | 1,614.10 | 00150415 |
|  |  | $5712$ | 314.00 | 00150142 |
|  |  | $5880$ | 406.13 | 00150142 |
|  |  |  | 3,143.64 | 00150415 |
|  |  |  | 998.25 | 00150416 |
| ULINE | V6406546 | 4320 | 1,231.22 | 00150186 |
|  |  | 4347 | 844.88 | 00150186 |
| UNION AUTO SERVICE CENTER | V6404840 | 4370 | 1,214.08 | 00150187 |
|  |  |  | 437.18 | 00150417 |
|  |  | 5610 | 2,197.92 | 00150187 |
|  |  |  | 430.00 | 00150417 |
| UNITED REFRIGERATION INC. | V6404853 | 4355 | 1,408.47 | 00150188 |
|  |  |  | 1,092.48 | 00150704 |
| US AIR CONDITIONING DISTRIBUTORS | V6404317 | 4355 | 1,002.70 | 00150189 |
|  |  |  | 2,276.97 | 00150705 |


| US GAMES VENDOR NAME | VENDOR ID | OBJECT | AMOUNT | CK\# |
| :---: | :---: | :---: | :---: | :---: |
|  | V6404813 | 4310 | 840.47 | 00150706 |
|  |  | 9320 | 3,628.11 | 00150190 |
| VALENZUELA, PENNY | V6403629 | 5210 | 269.00 | 00150499 |
| VALENZUELA, SARAH | V6411508 | 5210 | 1,163.21 | 00150347 |
| VALLEY VISTA SERVICES INC | V6411966 | 5580 | 5,594.97 | 00150418 |
| VAUGHN, CARRIE | V6400785 | 5210 | 201.49 | 00150348 |
| VAVRINEK TRINE DAY AND CO | V6404910 | 5820 | 2,493.70 | 00150500 |
| VAZQUEZ, LIZBETH SEGURA | V6412067 | 5220 | 34.88 | 00150191 |
| VERDE VALLEY SCHOOL SUPPLY | V6412719 | 4310 | 1,222.50 | 00150192 |
| VERNIER SOFTWARE | V6404919 | 4310 | 144.37 | 00150193 |
|  |  | 4410 | 1,613.02 | 00150193 |
| VILLASENOR JR, JESUS | V6408991 | 5220 | 643.63 | 00150349 |
| VILLMER, PAULA | V6410695 | 5220 | 30.80 | 00150350 |
| VISION COMMUNICATIONS CO. | V6404955 | 4310 | 3,760.48 | 00150194 |
|  |  | 4320 | 50.00 | 00150194 |
|  |  |  | 1,256.21 | 00150419 |
|  |  | 4410 | 2,208.88 | 00150419 |
| VISTA HIGHER LEARNING | V6411394 | 4150 | 2,898.23 | 00150195 |
| VITAL LINK | V6404963 | 5810 | 42,340.61 | 00150238 |
| WALKERS DELI | V6407901 | 4390 | 118.78 | 00150239 |
| WALTERS WHOLESALE | V6409053 | 4355 | 1,236.07 | 00150240 |
|  |  |  | 93.86 | 00150707 |
|  |  | 4410 | 1,812.03 | 00150707 |
| WARDS MEDIA TECH | V6408345 | 4410 | 4,097.73 | 00150709 |
| WARD'S NATURAL SCIENCE EST | V6404999 | 4310 | 1,194.78 | 00150708 |
| WATANABE, ANDREA | V6413122 | 5210 | 100.00 | 00150351 |
| WESTERN PSYCHOLOGICAL SERVICES | V6405047 | 4310 | 746.73 | 00150241 |
| WESTRUX INTERNATIONAL INC | V6405053 | 4370 | 236.83 | 00150242 |
|  |  | 4376 | 670.76 | 00150242 |
|  |  |  | 1,849.87 | 00150710 |
| WHOLESALE SCHOOLWEAR INC | V6412413 | 4310 | 3,963.00 | 00150243 |
| WIDESPREAD ELECTRICAL SALES LLC | V6413027 | 4355 | 211.19 | 00150244 |
|  |  |  | 47.41 | 00150501 |
| WILDE, STEPHANIE | V6413126 | 5220 | 9.86 | 00150420 |
| WINSOR LEARNING INC. | V6413065 | 4210 | 3,537.97 | 00150245 |
| WINZER | V6412060 | 4375 | 3,806.87 | 00150421 |
| WOODCRAFT | V6405102 | 4347 | 250.89 | 00150246 |
|  |  | 4355 | 241.25 | 00150502 |
| WOODWIND AND BRASSWIND | V6405104 | 4410 | 765.03 | 00150711 |
| WORTHINGTON DIRECT | V6405117 | 4320 | 5,963.50 | 00150712 |
| XEROX CORPORATION | V6405129 | 5620 | 18,691.35 | 00150120 |
| YAMAHA GOLF CARTS OF CALIFORNIA | V6405131 | 5610 | 1,043.69 | 00150713 |
| YELLOW CAB OF GREATER ORANGE COUNTY | V6405135 | 5870 | 500.00 | 00150503 |
| YETT, JESSICA | V6412457 | 5220 | 53.85 | 00150352 |
| YOGURTIAN, MELANIE | V6411869 | 5210 | 48.00 | 00150143 |
| ZONES | V6405158 | 4410 | 503.24 | 00150247 |
| GENERAL FUND (0101) |  |  | 6,521,488.84 |  |
| CULVER NEWLIN | V6411589 | 4310 | 359.58 | 00150422 |
|  |  |  | 158.56 | 00150504 |
|  |  | 4410 | 1,130.57 | 00150422 |
|  |  |  | 3,570.57 | 00150504 |
| ENVIRONMENTAL REMEDIATION CONTRACTORS INC. | V6411629 | 6299 | 18,000.00 | 00150744 |


| VENDOR NAME | VENDORID | OBJECT | AMOUNT | CK\# |
| :---: | :---: | :---: | :---: | :---: |
| ERICKSON HALL CONSTRUCTION CO | V6413032 | 6165 | 1,022,518.25 | 00150144 |
|  |  | 6270 | 511,547.22 | 00150144 |
|  |  |  | 382,896.55 | 00150745 |
|  |  | 6271 | 15,076.40 | 00150745 |
| GHATAODE BANNON ARCHITECTS | V6408656 | 6212 | 51,627.31 | 00150437 |
| KNOWLAND CONSTRUCTION SERVICES LLC | V6409073 | 6273 | 9,350.00 | 00150438 |
|  |  | 6276 | 5,561.00 | 00150438 |
|  |  | 6291 | 29,722.00 | 00150438 |
| PROTECTION ONE ALARM MONITORING INC. | V6412084 | 6460 | 5,633.98 | 00150505 |
| RMA GROUP | V6412381 | 6276 | 225.00 | 00150626 |
| RUHNAU CLARKE ARCHITECTS | V6412249 | 6212 | 18,142.50 | 00150439 |
|  |  |  | 9,840.00 | 00150627 |
| TWINING CONSULTING | V6412575 | 6290 | 39,734.75 | 00150440 |
|  |  |  | 96,079.00 | 00150746 |
| UNITED PAVING | V6412925 | 6165 | 6,785.10 | 00150309 |
| VITAL INSPECTION SERVICES INC | V6412251 | 6291 | 15,795.00 | 00150628 |
| GO BOND FUND (2124) |  |  | 2,243,753.34 |  |
| DIVISION OF THE STATE ARCHITECT | V6411414 | 6210 | 774.00 | 00150353 |
| GIANNELLI ELECTRIC INC. | V6401857 | 6165 | 11,394.00 | 00150441 |
| INTELESYSONE INC. | V6412444 | 6274 | 1,161.89 | 00150629 |
| KNOWLAND CONSTRUCTION SERVICES LLC | V6409073 | 6273 | 425.00 | 00150442 |
|  |  | 6291 | 1,170.00 | 00150442 |
| SCHOOL FACILITY CONSULTANTS | V6404158 | 5810 | 1,605.00 | 00150145 |
|  |  |  | 787.50 | 00150423 |
| CAPITAL FACILITIES FUND (2525) |  |  | 17,317.39 |  |
| P2S ENGINEERING INC | V6411662 | 6212 | 4,485.00 | 00150443 |
| RUHNAU CLARKE ARCHITECTS | V6412249 | 6212 | 401.71 | 00150354 |
|  |  |  | 8,131.04 | 00150630 |
| TWINING CONSULTING | V6412575 | 6290 | 740.00 | 00150747 |
| VITAL INSPECTION SERVICES INC | V6412251 | 6291 | 810.00 | 00150631 |
| CAPITAL FACILITIES RDA FUND (2545) |  |  | 14,567.75 |  |
| KNOWLAND CONSTRUCTION SERVICES LLC | V6409073 | 6271 | 170.00 | 00150444 |
| SPECIAL RESERVE FUND (4041) |  |  | 170.00 |  |
| AUHSD | V6400400 | 5890 | 5,121.59 | 00150424 |
| GATEWAY URGENT CARE CENTER | V6407482 | 5890 | 1,583.17 | 00150121 |
| WORKERS COMPENSATION FUND (6768) |  |  | 6,704.76 |  |
| AMERICAN FIDELITY ASSURANCE COMPANY | V6408036 | 5450 | 8,258.43 | 00150730 |
| AUHSD | V6400400 | 5891 | 1,078,333.71 | 00150196 |
|  |  |  | 1,446,465.58 | 00150425 |
|  |  |  | 529,322.00 | 00150656 |
| BENEFIT AND RISK MANAGEMENT SERVICES | V6412889 | 5812 | 316,602.31 | 00150632 |
| BENISTAR HARTFORD | V6410980 | 5466 | 88,631.08 | 00150310 |
| CALIFORNIA SCHOOLS DENTAL COALITION | V6405368 | 5892 | 248,394.00 | 00150280 |
| DELTA DENTAL INSURANCE COMPANY | V6411391 | 5465 | 12,706.96 | 00150160 |

VENDOR NAME
EXPRESS SCRIPTS INC.

GALLAGHER BENEFIT SERVICES INC. HOLMAN PROFESSIONAL COUNSELING CENTERS METLIFE
PINNACLE CLAIMS MANAGEMENT INC.
HEATLH \& WELFARE INS FUND (6769)
GRAND TOTAL ALL FUNDS

| VENDORID | OBJECT | AMIOUNT | CK\# |
| :---: | :---: | :---: | :---: |
| V6410974 | 5895 | 152,485.37 | 00150197 |
|  |  | 188,290.76 | 00150355 |
|  |  | 140,675.85 | 00150532 |
|  |  | 191,914.93 | 00150731 |
| V6408675 | 5812 | 12,733.88 | 00150311 |
| V6411743 | 5463 | 156,548.30 | 00150281 |
| V6408692 | 5462 | 22,144.40 | 00150657 |
| V6409946 | 5812 | 5,764.00 | 00150426 |
|  |  | 4,599,271.56 |  |
|  |  | 13,403,273.64 |  |

## ANAHEIM UNION HIGH SCHOOL DISTRICT ASB SUMMARY OF CASH BALANCES

## AUGUST 2018

| School Name | Prior Month Total | Current Month |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: |
|  |  | Checking | Petty Cash / Change Fund | Savings | Total |
| Anaheim | 305,026.15 | 285,086.04 | 1,000.00 | 51,545.84 | 337,631.88 |
| Western | 277,357.90 | 180,254.06 | 1,275.00 | 122,785.36 | 304,314.42 |
| Magnolia | 93,705.39 | 99,383.30 | 700.00 |  | 100,083.30 |
| Savanna | 113,092.58 | 118,831.18 | 500.00 | 262.91 | 119,594.09 |
| Loara | 165,539.77 | 107,286.52 | 800.00 | 67,704.54 | 175,791.06 |
| Katella | 150,026.89 | 191,536.77 |  |  | 191,536.77 |
| Kennedy | 573,005.69 | 579,486.58 | 1,300.00 |  | 580,786.58 |
| Cypress | 650,255.78 | 592,757.46 | 1,700.00 | 48,364.15 | 642,821.61 |
| Brookhurst | 22,058.99 | 20,770.40 |  |  | 20,770.40 |
| Orangeview | 41,188.68 | 31,685.90 | 100.00 |  | 31,785.90 |
| Walker | 112,492.45 | 117,694.20 |  |  | 117,694.20 |
| Dale | 58,559.30 | 70,963.41 | 500.00 |  | 71,463.41 |
| Sycamore | 27,679.56 | 29,825.30 |  |  | 29,825.30 |
| Ball | 26,823.22 | 22,594.48 |  |  | 22,594.48 |
| South | 92,579.60 | 66,443.12 |  |  | 66,443.12 |
| Oxford | 505,820.79 | 489,297.65 | 350.00 |  | 489,647.65 |
| Lexington | 35,905.66 | 64,239.99 |  |  | 64,239.99 |
| Hope | 83,332.09 | 84,489.28 |  |  | 84,489.28 |
| Gilbert | 42,577.37 | 43,474.23 |  |  | 43,474.23 |
| Total | 3,377,027.86 | 3,196,099.87 | 8,225.00 | 290,662.80 | 3,494,987,67 |

# Anaheim Union High School District Cafeteria Fund 

Financial Statements
July 2018

## Balance Sheet <br> Anaheim Union High School District <br> 07/31/2018

| Account Number | Description |  |
| :---: | :---: | :---: |
| Asset | Assets |  |
| CASH |  |  |
| 9120 | Cash-Checking | \$8,038,361.38 |
| 9122 | Change Fund | \$30.00 |
| 9123 | Petty Cash | \$30.00 |
| Total CASH |  | \$8,038,421.38 |
| RECEIVABLE |  |  |
| 9210 | A/R-Current | \$81,385.66 |
| 9280 | A/R-State | \$54,325.27 |
| 9290 | A/R-Federal | \$720,656.83 |
| Total RECEIVABLE |  | \$856,367.76 |
| INVENTORIES |  |  |
| 9321 | Warehouse Food | \$101,333.98 |
| 9322 | Warehouse Commodity | \$891.00 |
| 9323 | Warehouse Supplies | \$69,532.17 |
| Total INVENTORIES |  | \$171,757.15 |
| Total Asset |  | \$9,066,546.29 |
| Liability | Liabilities and Fund Balance |  |
| LIABILITIES |  |  |
| 9510 | A/P - Current | \$646,102.78 |
| 9580 | Sales Tax Liability | \$262.59 |
| 9599 | Purchases Clearing | \$0.00 |
| 9650 | Deferred Revenue | \$115,208.28 |
| Total LIABILITIES |  | \$761,573.65 |
| Total Liability |  | \$761,573.65 |
| Fund Balance | Liabilities and Fund Balance |  |
| FUND BALANCE |  |  |
| 9780 | Spending Plan/Central Kitchen | \$3,871,410.12 |
| 9798 | Fund Balance | \$4,959,102.38 |
| Total FUND BALANCE |  | \$8,830,512.50 |
| Total Fund Balance |  | \$8,830,512.50 |
| Current Year Profit (Loss) |  | (\$525,539.88) |
| Total Liabilities and Fund Balance |  | \$9,066,546.27 |

Statement of Revenue and Expense
Anaheim Union High School District


Revenue

| Local Revenue |  |  |  |  |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 8621 | \$3,870.00 | $3.27 \%$ | \$3,870.00 | $3.27 \%$ | \$2,055.00 | 1.51\% | \$2,055.00 | 1.51\% |
| Elementary - Lunch |  |  |  |  |  |  |  |  |
| 8634 | (\$6.75) | -0.01\% | (\$6.75) | -0.01\% | \$0.00 | 0.00\% | \$0.00 | 0.00\% |
| Meal Sales |  |  |  |  |  |  |  |  |
| 8635 | \$17.77 | 0.02\% | \$17.77 | 0.02\% | \$1.50 | 0.00\% | \$1.50 | 0.00\% |
| A La Carte Sales |  |  |  |  |  |  |  |  |
| 8637 | \$14.89 | 0.01\% | \$14.89 | 0.01\% | \$0.00 | 0.00\% | \$0.00 | 0.00\% |
| Adult Rev. - Lunch |  |  |  |  |  |  |  |  |
| Local Revenue | \$3,895.91 | $3.29 \%$ | \$3,895.91 | 3.29\% | \$2,056.50 | 1.51\% | \$2,056.50 | 1.51\% |
| Federal Relmbursements |  |  |  |  |  |  |  |  |
| 8200 | \$20,412.31 | 17.24\% | \$20,412.31 | 17.24\% | \$21,001.70 | 15.43\% | \$21,001.70 | $15.43 \%$ |
| Fed. Meal Rev.-Breakfast |  |  |  |  |  |  |  |  |
| 8220 | \$78,680.13 | $66.45 \%$ | \$78,680.13 | $66.45 \%$ | \$99,854,90 | $73.34 \%$ | \$99,854.90 | $73.34 \%$ |
| Fed. Meal Rev.-Lunch |  |  |  |  |  |  |  |  |
| 8290 | \$3,533.53 | 2.98\% | \$3,533.53 | 2.98\% | \$3,663,44 | 2.69\% | \$3,663.44 | 2.69\% |
| Misc Fed Rev.-Snack |  |  |  |  |  |  |  |  |
| Federal Reimbursements | \$102,625.97 | 86.68\% | \$102,625.97 | 86.68\% | \$124,520.04 | 91.46\% | \$124,520.04 | 91.46\% |
| State Reimbursements |  |  |  |  |  |  |  |  |
| 8500 | \$2,278.01 | 1.92\% | \$2,278.01 | 1.92\% | \$2,340.59 | 1.72\% | \$2,340.59 | 1.72\% |
| St. Meal Rev.-Breakfast |  |  |  |  |  |  |  |  |
| 8520 | \$5,545.38 | 4.68\% | \$5,545.38 | 4.68\% | \$7,004.94 | $5.15 \%$ | \$7,004.94 | $5.15 \%$ |
| St. Meal Rev.-Lunch |  |  |  |  |  |  |  |  |
| State Reimbursements | \$7,823.39 | $6.61 \%$ | \$7,823,39 | $6.61 \%$ | \$9,345,53 | 6.86\% | \$9,345.53 | $6.86 \%$ |
| Other Revenue |  |  |  |  |  |  |  |  |
| 8638 | (\$134.00) | -0.11\% | (\$134.00) | -0.11\% | (\$2.35) | 0.00\% | (\$2.35) | 0.00\% |
| Cash Over \& Short |  |  |  |  |  |  |  |  |
| 8699 | \$4,186.87 | $3.54 \%$ | \$4,186.87 | $3.54 \%$ | \$228.09 | 0.17\% | \$228.09 | 0.17\% |
| Spec Activity/Cater |  |  |  |  |  |  |  |  |
| Other Revenue | \$4,052.87 | 3.42\% | \$4,052.87 | 3.42\% | \$225.74 | 0.17\% | \$225.74 | 0.17\% |
| Total Revenue | \$118,398.14 | 100.00\% | \$118,398.14 | 100.00\% | \$136,147.81 | 100.00\% | \$136,147.81 | 100.00\% |

Expense

| Food Purchases \& Gownmt |  |  |  |  |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 4700 | \$91,336.41 | $77.14 \%$ | \$91,336.41 | $77.14 \%$ | \$143,382.02 | 105.31\% | \$143,382.02 | 105.31\% |
| Food Purchases |  |  |  |  |  |  |  |  |
| Food Purchases \& Gounmt | \$91,336.41 | $77.14 \%$ | \$91,336.41 | $77.14 \%$ | \$143,382.02 | 105.31\% | \$143,382.02 | 105.31\% |
| Supplies |  |  |  |  |  |  |  |  |
| 4300 | \$4,467.88 | $3.77 \%$ | \$4,467.88 | 3.77\% | \$16,866.56 | $12.39 \%$ | \$16,866.56 | 12.39\% |
| Materials \& Supplies |  |  |  |  |  |  |  |  |
| 4400 | \$38,350.45 | $32.39 \%$ | \$38,350.45 | $32.39 \%$ | \$0.00 | 0.00\% | $\$ 0.00$ | 0.00\% |
| Noncapitalized Equipment-Under $\$ 5000$ |  |  |  |  |  |  |  |  |
| 4790 | \$62,756.83 | 53.00\% | \$62,756.83 | 53.00\% | (\$2,436.38) | -1.79\% | (\$2,436.38) | $-1.79 \%$ |
| Supplies (Food) |  |  |  |  |  |  |  |  |
| Supplies | \$105,575.16 | 89.17\% | \$105,575.16 | 89.17\% | \$14,430.18 | $10.60 \%$ | \$14,430.18 | 10.60\% |
| Salaries |  |  |  |  |  |  |  |  |
| 2200 | \$71,440.15 | $60.34 \%$ | \$71,440.15 | $60.34 \%$ | \$90,886.54 | 66.76\% | \$90,886.54 | 66.76\% |
| Classified Salaries |  |  |  |  |  |  |  |  |
| 2300 | \$44,480.32 | $37.57 \%$ | \$44,480.32 | $37.57 \%$ | \$41,154.54 | $30.23 \%$ | \$41,154.54 | $30.23 \%$ |

Class.Sup/Admin Salaries

## Statement of Revenue and Expense <br> Anaheim Union High School District

|  | Perlod 1 Ending in 07/31/2018 |  |  |  | Period 1 Ending in 07/31/2017 |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
|  | Monthly | \% | YTD | \% | Monthly | $\%$ | YTD | \% |
| 2400 | \$27,916.61 | 23.58\% | \$27,916.61 | 23.58\% | \$27,686.15 | 20.34\% | \$27,686.15 | $20.34 \%$ |
| Clerical/Office Salaries |  |  |  |  |  |  |  |  |
| Salaries | \$143,837.08 | 121.49\% | \$143,837.08 | 121.49\% | \$159,727.23 | $117.32 \%$ | \$159,727.23 | 117.32\% |
| Benefits |  |  |  |  |  |  |  |  |
| 3202 | \$25,270.55 | 21.34\% | \$25,270.55 | 21.34\% | \$23,905.48 | 17.56\% | \$23,905.48 | 17.56\% |
| PERS, Classified Position |  |  |  |  |  |  |  |  |
| 3302 | \$10,982.28 | 9.28\% | \$10,982.28 | 9.28\% | \$12,232.52 | 8.98\% | \$12,232.52 | 8.98\% |
| OASD/MED/Classified Position |  |  |  |  |  |  |  |  |
| 3402 | \$202,040.50 | 170.64\% | \$202,040.50 | 170.64 \% | \$179,225.27 | $131.64 \%$ | \$179,225.27 | $131.64 \%$ |
| Hith/Welfare, Classified |  |  |  |  |  |  |  |  |
| 3502 | \$71.96 | 0.05\% | \$71.96 | 0.06\% | \$79.92 | 0.06\% | \$79.92 | 0.06\% |
| SUI, Classified Position |  |  |  |  |  |  |  |  |
| 3602 | \$3,492.29 | 2.95\% | \$3,492.29 | 2.95\% | \$3,669.73 | 2.70\% | \$3,669.73 | 2.70\% |
| Workers Comp, Classified |  |  |  |  |  |  |  |  |
| Benefits | \$241,857.58 | 204.27 \% | \$241,857.58 | 204.27\% | \$219,112.92 | $160.94 \%$ | \$219,112,92 | 160.94\% |
| Other Expenses |  |  |  |  |  |  |  |  |
| 5200 | \$242.18 | 0.20\% | \$242.18 | 0.20\% | \$341.01 | 0.25\% | \$341.01 | 0.25\% |
| Travel \& Conference |  |  |  |  |  |  |  |  |
| 5500 | \$6,343.86 | 5.36\% | \$6,343.86 | $5.36 \%$ | \$5,415.00 | 3.98\% | \$5,415.00 | 3.98\% |
| Operation \& Housekeeping |  |  |  |  |  |  |  |  |
| 5600 | \$25,544.55 | 21.58\% | \$25,544.55 | 21.58\% | \$3,426.43 | 2.52\% | \$3,426.43 | 2.52\% |
| Rental/Lease/Repair |  |  |  |  |  |  |  |  |
| 5800 | \$6,607.45 | 5.58\% | \$6,607.45 | 5.58\% | 50.00 | 0.00\% | \$0.00 | 0,00\% |
| Prof. Consult Service |  |  |  |  |  |  |  |  |
| 5900 | \$5,964.69 | 5.04\% | \$5,964,69 | 5.04\% | \$5,566.83 | 4.09\% | \$5,566.83 | 4.09\% |
| Fax, Pager, Postage |  |  |  |  |  |  |  |  |
| Other Expenses | \$44,702.73 | $37.76 \%$ | \$44,702.73 | $37.76 \%$ | \$14,749.27 | 10.83\% | \$14,749.27 | 10,83\% |
| Capital Outlay |  |  |  |  |  |  |  |  |
| 6500 | \$16,629.06 | $14.05 \%$ | \$16,629.06 | $14.05 \%$ | \$33,778.02 | 24.81\% | \$33,778.02 | 24.81 \% |
| Equipment- Over \$5000 |  |  |  |  |  |  |  |  |
| Capital Outlay | \$16,629.06 | 14.05\% | \$16,629.06 | 14.05\% | \$33,778.02 | 24.81\% | \$33,778.02 | 24.81\% |
| Total Expense | \$643,938.02 | $543.88 \%$ | \$643,938.02 | 543.88\% | \$585,179,64 | 429.81\% | \$585,179.64 | 429.81\% |
| Net Profit (Loss) | (\$525,539.88) | -443.88\% | (\$525,539.88) | -443.88\% | (\$449,031.83) | -329.81\% | (\$449,031.83) | -329.81\% |

Show all data
ANAHEIM UNION HIGH SCHOOL DISTRICT
2018/19 MONTHLY ENROLLMENT REPORT

| SCHOOL | REGULAR DAY |  |  |  |  | Hosp/Hm | SP ED | TOTAL STUDENTS |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
|  | 9th | 10th | 11th | 12th | Subtotal |  |  |  |
| Anaheim | 759 | 729 | 771 | 545 | 2,804 | 1 | 143 | 2,948 |
| Cypress | 711 | 766 | 646 | 665 | 2,788 | 1 | 92 | 2,881 |
| Katella | 647 | 669 | 606 | 577 | 2,499 | 4 | 165 | 2,668 |
| Kennedy | 583 | 578 | 520 | 602 | 2,283 | 1 | 87 | 2,371 |
| Loara | 468 | 489 | 458 | 446 | 1,861 | 4 | 140 | 2,005 |
| Magnolia | 427 | 416 | 332 | 356 | 1,531 | 4 | 142 | 1,677 |
| Oxford | 207 | 198 | 190 | 200 | 795 | - | - | 795 |
| Savanna | 419 | 470 | 437 | 437 | 1,763 | 2 | 77 | 1,842 |
| Western | 436 | 450 | 465 | 360 | 1,711 | 2 | 94 | 1.807 |
| Total Comprehensive | 4,657 | 4,765 | 4,425 | 4,188 | 18,035 | 19 | 940 | 18,994 |
| Independent Learning Centers | 1 | 3 | 20 | 222 | 246 | - | - | 246 |
| Gilbert High School | - | 1 | 150 | 381 | 532 | 1 | 110 | 643 |
| Katella Satellite Independent Study | 1 | 11 | 13 | 29 | 54 | - | - | 54 |
| Kennedy Satellite Independent Study | 4 | 15 | 14 | 31 | 64 | - | - | 64 |
| Polaris High School | 7 | 9 | 26 | 46 | 88 | - |  | 88 |
| Special Education Transition Program | - | - | - | - | - | - | 162 | 162 |
| Total Alternative Ed | 13 | 39 | 223 | 709 | 984 | 1 | 272 | 1,257 |
| Hope | - |  |  |  | - |  | 237 | 237 |
| Total Senior High Schools | 4,670 | 4,804 | 4,648 | 4,897 | 19,019 | 20 | 1,449 | 20,488 |


| SCHOOL | REGULAR DAY |  |  | Hosp/Hm | SPED |  |  | TOTAL STUDENTS |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
|  | 7th | 8th | Subtotal |  |  |  |  |  |
| Ball | 479 | 435 | 914 | 1 | 48 | - | - | 963 |
| Brookhurst | 536 | 512 | 1,048 | - | 50 | - | - | 1.098 |
| Dale | 522 | 460 | 982 | - | 64 | - | - | 1.046 |
| Lexington | 680 | 776 | 1,456 | - | 26 | - | - | 1.482 |
| Orangeview | 420 | 392 | 812 | - | 58 | - | - | 870 |
| Oxford | 246 | 209 | 455 |  |  | - | - | 455 |
| South | 751 | 720 | 1,471 | 1 | 59 | - | - | 1,531 |
| Sycamore | 649 | 647 | 1,296 | - | 45 | - | - | 1.341 |
| Walker | 510 | 484 | 994 | - | 34 | - | - | 1,028 |
| Total Comprehensive | 4,793 | 4,635 | 9,428 | 2 | 384 | - | - | 9,814 |
| Polaris High School | - | 6 | 6 | - | - | - | - | 6 |
| Total Junior High Schools | 4,793 | 4,641 | 9,434 | 2 | 384 | - | - | 9,820 |

## ANAHEIM UNION HIGH SCHOOL DISTRICT <br> Business Division <br> 2018/19 MONTHLY ENROLLMENT REPORT

## GROWTH vs. DECLINE - MONTH to MONTH COMPARISON Month 2

| HIGH SCHOOL | Month 1 | Month 2 | Growth v. (Decline) |
| :--- | ---: | ---: | ---: |
| Anaheim | 2,965 | 2,948 | $(17)$ |
| Cypress | 2,879 | 2,881 | 2 |
| Katella | 2,658 | 2,668 | 10 |
| Kennedy | 2,377 | 2,371 | $(6)$ |
| Loara | 1,999 | 2,005 | 6 |
| Magnolia | 1,672 | 1,677 | 5 |
| Oxford | 796 | 795 | 11 |
| Savanna | 1,849 | 1,842 | $(7)$ |
| Western | 1,815 | 1,807 | $(8)$ |
| Total Senior High | $\mathbf{1 9 , 0 1 0}$ | $\mathbf{1 8 , 9 9 4}$ | $\mathbf{1 6}$ |


| JUNIOR HIGH SCHOOL | Month 1 | Month 2 | Growth v. (Decline) |
| :--- | ---: | ---: | ---: |
| Ball | 958 | 963 | 5 |
| Brookhurst | 1,100 | 1,098 | $(2)$ |
| Dale | 1,046 | 1,046 | - |
| Lexington | 1,485 | 1,482 | $(3)$ |
| Orangeview | 868 | 870 | 2 |
| Oxford | 455 | 455 | - |
| South | 1,534 | 1,531 | $(3)$ |
| Sycamore | 1,336 | 1,341 | 5 |
| Walker | 1,026 | 1,028 | 2 |
| Total Junior High | 9,808 | 9,814 | 6 |


| Total Comprehensive Schools | 28,818 | 28,808 | (10) |
| :--- | ---: | ---: | ---: |


| Alternative Education | Month 1 | Month 2 | Growth v. (Decline) |
| :--- | ---: | ---: | ---: |
| Independent Learning Centers | 244 | 246 | 2 |
| Gilbert High School | 635 | 643 | 8 |
| Hope | 234 | 237 | 3 |
| Katella Satellite Independent Study | 46 | 54 | 8 |
| Kennedy Satellite Independent Study | 58 | 64 | 6 |
| Polaris High School | 90 | 94 | 4 |
| Special Education Transition Program | 162 | 162 | - |
| Total Alternative Ed. | 1,469 | 1,500 | 31 |
| District Total | 30,287 | 30,308 | 21 |

I agree to do business electronically with Sprint *
Yes.

## Submitter Information

## Submitter First Name *

Jaron
Submitter Title *
Assistant Superintendent, Edu

## Organization Information

## District/School Name *

Anaheim Union High School D

## Submitter Last Name *

Fried
Submitter Email Address *
fried_ja@auhsd.us

## District/School Type *

School District $\quad$ |

## E-Signature

I: (a) am an authorized representative of the organization applying to participate in the 1 Million Project ("Organization") endowed with the requisite authority to bind Organization; (b) certify that the information provided in Organization's application form is accurate and true; (c) understand that Organization will be bound by the 1 Million Project Terms and Conditions; and (d) acknowledge and agree that this transaction will result in a new wireless service agreement between Organization and Sprint/Sprint Prepaid. To become effective, these 1 Million Project Terms and Conditions must be submitted by an authorized representative of Organization and are subject to Sprint's acceptance.

By selecting yes in this dropdown, I agree to all terms set forth in the 1 Million Project Terms and Conditions, inclusive of the certificate of internet compliance and I am signing to bind School/School District in my authority as an authorized representative of School/School District.

```
Yes %1
```

sumath

Please view disclaimer related to email correspondence.

Thank you for your inquiry.
It is our pleasure to serve your business needs - thank you for choosing Sprint!
This is account-related notification. To protect your personal and account information, never enter sensitive information (SSN, Credit Card, Security PIN, etc.) into your email. Your privacy is important to us. View the Sprint Privacy Policy. for more information.

## Subject

1M Grant T\&C form 2
Auto-Response By (Administrator) (09/18/2018 05:25 PM)
Thank you for submitting the signed contractual agreement for your participation in the Project.

A Sprint Implementation Manager (IPM) will reach out to you to assist with the 1 Million Project Onboarding process.

If you have an urgent need please contact our 1Million helpline 1-844-573-5289 or email Sprint at 1Million@sprint.com.
agree to do business electronically with Sprint: Yes
Submitter First Name: Jaron
Submitter Last Name: Fried
Submitter Title: Assistant Superintendent, Education
Submitter Email Address: fried_ja@auhsd.us
Organization Name: Anaheim Union High School District
Organization Type: School District
I: (a) am an authorized representative of the organization applying to participate in Sprint's 1 Million Pilot Program ("Organization") endowed with the requisite authority to bind Organization; (b) certify that the information provided in Organization's application form is accurate and true; (c) understand that Organization will be bound by the Sprint 1 Million Pilot Program Terms and Conditions; and (d) acknowledge and agree that this transaction will result in a new wireless service agreement between Organization and Sprint/Sprint Prepaid. To become effective, these 1Million Pilot Program Terms and Conditions must be submitted by an authorized representative of Organization and are subject to Sprint's acceptance.

By selecting yes in this dropdown, I agree to all terms set forth in the 1 Million Pilot Program Terms and Conditions and I am signing to bind Organization in my authority as an authorized representative of Organization: Yes

Sprint 1Million Project Terms \& Conditions

1. GENERAL
1.1 Applicability. These 1 Million Pilot Program Terms and Conditions contain general provisions that apply to all Products and Services that Member purchases or receives from Sprint and/or that Sprint provides to Member under Sprint's 1 Million Pilot Program (the "Pilot Program").
1.2 Definitions. For the purposes of the Pilot Program and Pilot Agreement only, the following definitions shall control and supersede any conflicting definitions in the documents that make up the Pilot Agreement:
A. "Activation Date" means the date Member activates the Product on the Sprint Networks.
B. "Active Unit" or "Line" means an active piece of wireless Product.
C. "Pilot Agreement" means these 1 Million Pilot Program Terms and Conditions accepted by Member, documents incorporated by reference herein, and related Order(s).
D. "Plans" or "Business Plans" means the Sprint wireless service plan available under the Program and specified in Section 17 of these 1 Million Pilot Program Terms and Conditions.
E. "Commencement Date" for the Order Term for each Member Line/Business Plan means the Activation Date of the Product(s) specified in the Order.
F. "Customer" or "Member" means the entity working with Sprint to distribute Devices to Students. G. "1Million Replacement Equipment Pricing" or "1Million Equipment Price" means the pricing or price for the Sprint-provided Products which are eligible for use in the Pilot Program, which shall not exceed the Suggested Retail Price (SRP) of the applicable Product.
H. "Customer Line" or "Member Line" means an Active Unit (i) activated by Member for end use by Member's Student (as defined herein), (ii) enrolled in a Business Plan, and (iii) for which Member is financially liable. For the purposes of the Pilot Program Students enrolled in an Eligible Library's, Eligible Non-Profit's, or Eligible PHA's programs shall be deemed Students of such Eligible Member for the purposes of the Pilot Program; and (2) a limited number of mentors/program administrators employed by an Eligible Library, Eligible Non-Profit or an Eligible PHA may be deemed "teachers" of such Eligible Member for the purposes of the Pilot Program.
I. "Eligible Library" means a Member that operates as a public or private library that meets the requirements to participate in the Pilot Program.
J. "Eligible Non-Profit" means a Member that is a k-12 education-focused, non-profit charitable organization under section 501(c)(3) of the Internal Revenue Code.
K. "Eligible Public Housing Agency" or "PHA" means a Member that is a State or Local government agency accredited by the U.S. Department of Housing and Urban Development ("HUD") to receive Federal funding for the operation and management of a local public housing program.
L. "Eligible School" or "Eligible School District" means a school or school district that meets the requirements to participate in the Pilot Program.
M. "Product(s)" includes equipment, software, hardware, cabling or other materials sold or leased or otherwise provided to Member by or through Sprint (or a third party) as a separate item from, or bundled with, a Service, for use in the Pilot Program.
N. "Service(s)" means any service Sprint provides under this Pilot Agreement, including wireless services.
O. "Student(s)" means the individuals from a low-income family who do not have internet access at home, who are in grades $9-12$, who are 13 years of age or older, who have submitted a
Parent/Guardian Consent Form, and to whom the Member provides an Active Unit. A Student is also an "Eligible End User."
P. "Ours", "us", "Sprint", and "we" means the Sprint contracting entity for this Pilot Agreement and includes Sprint Prepaid
Q. "You(rs)" means a Student or Member participating in the 1Million Pilot Program.
2. PROGRAM TERMS AND CONDITIONS
2.1 Standard Terms and Conditions. Sprint's Standard Terms and Conditions for Communications Services (the "Standard Terms and Conditions") as posted at Sprint's Rates and Conditions Website at http://www.sprint.com/business/resources/ratesandterms/Standard_Terms_and_Conditions_for_ Communications_Services.pdf are incorporated into the Pilot Agreement and apply to all Sprint Products and Services sold under the Pilot Agreement. Member's use of Sprint Products or Services is also governed by the Wireless Services Product Annex as posted at http://www.sprint.com/ business/resources/ratesandterms/wireless_services_product_annex.pdf. Capitalized terms not defined in the Pilot Agreement are defined in the Standard Terms and Conditions or the Wireless Services Product Annex, as may be amended by Sprint in its sole discretion.
2.2 Order Terms and Conditions. Pricing and usage requirements and restrictions are set forth in Section 17 of these 1 Million Pilot Program Terms and Conditions, and additional pricing, quantity and
usage requirements and restrictions may also be set forth in the Order. Products or Services provided free of charge by Sprint under the Pilot Program shall be deemed to be "purchased" by Member for the purposes of interpretation of the Pilot Agreement.
2.3 Eligible Member in this Pilot Program/Students. An Eligible Member in the Pilot Program shall be defined as an Eligible School, Eligible School District, Eligible Library, an Eligible Non-Profit or Eligible PHA: (i) meeting all of the requirements of the Pilot Program as posted at http://ecenter.custhelp.com/app/answers/detail-fullpage/a_id/2556 which are incorporated into the Pilot Agreement along with Member's completed 1Million $\overline{\text { Pilot Program Application; and (ii) approved }}$ by Sprint for participation in the Pilot Program. The intended end-users of Sprint's Products and Services under the 1 Million Pilot Program are Students who are provided an Active Unit by a Member.
2.4 Resale. Member acknowledges and agrees that this is a retail agreement for use only by Member and Students as set forth in the Pilot Agreement. Member may not resell or lease wireless Products and Services under the Pilot Agreement. Notwithstanding the foregoing, Member may participate in the Sprint Wireless Recycling Program; provided, however, that in no event can Member charge a fee to, or seek reimbursement for device costs from, Students in excess of the amount paid by Member for the applicable replacement device.
2.5 Precedence.
A. If a conflict exists among provisions within the documents that form the Pilot Agreement, the following order of precedence will apply:
(1) $\operatorname{Order}(\mathrm{s})$
(2) 1 Million Pilot Program Terms and Conditions
(3) Member's completed 1Million Pilot Program Application
(4) Standard Terms and Conditions
(5) Wireless Services Product Annex

Furthermore, specific terms will control over general provisions.
B. For Members that are state or local government entities and agencies, Sections 5, 6, 7, 8 and 9 of these 1 Million Pilot Program Terms and Conditions take precedence over all other conflicting terms and conditions in the Standard Terms and Conditions or Wireless Services Product Annex. Sprint defines "government entities and agencies" as those entities that receive their primary funding support through the allocation of appropriated public funds and are entitled to exercise sovereign rights and privileges. For Members that are non-governmental entities, Sections 5, 6, 7, 8 and 9 of these 1 Million Pilot Program Terms and Conditions will not be applicable.
C. The following provisions in the Standard Terms and Conditions are not applicable to the Pilot Agreement:
(1) 11.3(B)/(repayment of credits/waived charges); and
(2) All references to "early termination liabilities" and "shortfall liabilities".
3. TERM.
3.1 The Pilot Agreement is effective as of the date the Member accepts the Pilot Agreement ("Effective Date") through any printed or electronic statement, including on the web by electronically marking that Member has reviewed and accepted. These 1Million Program Terms and Conditions will apply as of the Effective Date of the Pilot Agreement and continue to apply for as long as Sprint provides Products and Services to Member. The Order Term of each Member Line/Business Plan shall commence on the Commencement Date and terminate on June 30, 2017.
3.2 NOTE: Member must place all Orders for Products and Services authorized under its Approval Letter within 10 business days of the date of the Approval Letter. Failure to comply with the applicable Order deadline (set forth in this Section 3 or in Member's Approval Letter) may, at Sprint's sole and absolute discretion, result in one or more of the following actions: (i) suspension of Member's application and Member's approval letter, with re-approval by Sprint of Member's application as a pre-condition for continued participation in the Pilot Program (ii) revocation of Member's Approval Letter, in whole or in part; or (iii) termination of the Pilot Agreement in whole or in part.
4. RATES; CHARGES; USAGE REQUIREMENTS; RESTRICTIONS. During the Term, Member will pay Sprint the rates and charges for Products or Services as set forth in Section 17 of these 1 Million Program Terms and Conditions, subject to all the terms and conditions of the Order and the Pilot Agreement, including, but not limited to, Product costs, any add-on services (e.g., equipment insurance or repair plans), Product-related fees, Product-related surcharges and Product-related taxes for which Member does not hold a valid exemption.
5. INDEMNITY. A Member which is a government entity will honor any indemnity provisions under the Pilot Agreement only to the maximum extent permitted by applicable law. No section of the Pilot Agreement is intended to create a waiver of government entity Member's rights or privileges as a sovereign entity.
6. NON-APPROPRIATION
6.1 Definition and Effect. A "non-appropriation" occurs when a government entity Member is unable to secure or allocate sufficient funds in its operating budget to fulfill its financial obligations under the Pilot Agreement. If a non-appropriation occurs during the Term, a government entity Member may terminate the Pilot Agreement at the end of the then-current fiscal period ("Termination Date") without incurring any form of payment liability in excess of previously appropriated amounts, only when government entity Member is unable to secure or allocate sufficient funds in its operating budget to fulfill its financial obligations under the Pilot Agreement for the following fiscal year ("Termination for Non-appropriation"). Following Termination for Non-appropriation, government entity Member will not be obligated for payments for any fiscal period after the effective date of termination. Government entity Member will give Sprint written notice of any termination for non-appropriation at least 30 days before the effective date of termination. At Sprint's request, government entity Member will provide supplemental documentation regarding the non-appropriation of funds.

### 6.2 Limitations.

A. Government entity Member must take all necessary action to budget and secure any funds required to fulfill its contractual obligations for each fiscal year during the Term, including the exhaustion of all available administrative appeals if funding is initially denied.
B. If government entity Member terminates the Pilot Agreement in part or in whole under this provision, government entity Member will not obtain the Services described in the Pilot Agreement or functional equivalents from any other provider for a period of 180 days after the Termination Date. This obligation will survive termination of the Pilot Agreement for non-appropriation.
7. DAMAGES. The Pilot Agreement does not create any obligation by a government entity Member to pay any damages in excess of those amounts legally available to satisfy government entity Member's obligations under the Pilot Agreement.
8. OWNERSHIP AND CONFIDENTIALITY. The Pilot Agreement is a copyrighted work authored by Sprint and may contain Sprint trademarks, trade secrets, and other proprietary information. For Members who are government entities, Sprint acknowledges that the Pilot Agreement may be subject to disclosure in whole or in part under applicable Freedom of Information, Open Records, or Sunshine laws and regulations (collectively, "FOIA"). Government entity Member will provide Sprint with prompt notice of any intended FOIA disclosures or third party FOIA requests, citations to or copies of applicable FOIA for review, and an appropriate opportunity to seek protection of its confidential and proprietary information consistent with all applicable laws and regulations.
9. GOVERNING LAW. The Pilot Agreement will be governed by the laws of the State in which Member is located, without regard to its choice of law principles.
10. THIRD PARTY AGENTS. Unless expressly stated otherwise, the 1 Million Pilot Program Products, S ervice and/or Pricing as set forth in the Pilot Agreement may not be available if an indirect sales agent is involved in the transaction.
11. THIRD-PARTY CONTENT. Sprint allows Member to purchase mobile content on a per-item or monthly basis from Sprint and third parties. Member is responsible for all billed content, including content purchased by others using devices on Member's account. Usage can be restricted by account blocking tools or similar features. Visit www.sprint.com/premiummessaging for details.
12. QUALITY OF SERVICE (QoS). Students may be prioritized below other customers in times and locations where the availability of network resources is constrained. Affected Students may notice temporary changes in the performance of certain applications when they are on constrained sites as compared to other users especially if such affected users are engaged in data-intensive activities. Performance will return to normal when the cell site is no longer constrained or the Student moves to a non-constrained location.
13. SPRINT SERVICE PROVIDER AFFILIATE MARKET LIMITATIONS. Some portions of the Nationwide Sprint Network are owned and operated by Sprint Service Provider Affiliates under management agreements with Sprint. Certain Plans, add-ons and Products are not available or are modified in Sprint Service Provider Affiliate Markets. Notwithstanding anything to the contrary in the Pilot Agreement, Sprint reserves the right, with 30 days prior written notice, to: (i) port any Active Unit(s) activated in a Sprint Service Provider Affiliate Market to the Sprint Service Provider Affiliate or a successor serving that Market; or (ii) if porting is not possible, terminate Services to such Active

Units.
14. PROGRAM MODIFICATIONS OR TERMINATION. Sprint may terminate the Pilot Program or its benefits at any time effective immediately upon Sprint providing written notice to Member. Sprint may modify or amend the Pilot Program or its benefits from times to time in its sole discretion, including these 1 Million Pilot Program terms and conditions, and such modifications or amendments shall be effective as of the date posted at http://ecenter.custhelp.com/app/answers/detail-fullpage/a_id/2544. Sprint reserves the right to approve less than number of lines requested by Member.
15. MEMBER RESPONSIBILITIES

### 15.1 NOTICE

A. Member will provide appropriate notice to Students about any data collection and/or monitoring of the Student's use of the Products and Services. Member, and not Sprint, will be fully responsible for any claims relating to Member's failure to: (i) properly notify Students about any data collection and/or monitoring of a Student's use of the Products and Services; or (ii) collect any necessary consent relating to a Student's use of the Products or Services.
B. Members will ensure that the 1 Million Pilot Program Consent form Member receives when its application is approved is acknowledged by a parent or guardian of student end users. Member will ensure that the signed form is archived and stored in compliance with Member's document retention policy.
15.2 Member agrees to adopt a Device Management Policy that requires the Student's to abide by the following terms.
A. Your device and Wireless Services are provided by Sprint Prepaid. The rules below govern your use of the Sprint Prepaid device and service. You can buy a Refill for your account by purchasing a Sprint Prepaid Refill card, using a credit or debit card online, or by visiting a Sprint store. Once you apply funds to your account, you can buy a data pack online at sprint.com/prepaid by clicking on Plans and then Additional Services. Please note that not all plans/offers are available for Students in the 1 Million Pilot Program. Neither service charges nor account balances are refunded or prorated if service is terminated or modified. State, local sales taxes and fees may apply when adding funds to accounts. We will not credit or refund your account based on any changes you make in your Services.
B. Service can be suspended or terminated at any time for any reason. For example, we can suspend or terminate any Service for the following: (a) failure to have or maintain an appropriate account balance for applicable charges; (b) harassing/threatening/abusing/offending our employees or agents; (c) providing false or inaccurate information; (d) interfering with our operations; (e) using/suspicion of using Services in any manner restricted by or inconsistent with the Pilot Agreement and Policies; (f) breaching, failing to follow, or abusing the Pilot Agreement or Policies; (g) modifying a Device from its manufacturer specifications (for example, rooting the device); or (h) if we believe the action protects our interests, any customer's interests, or our networks.
C. Don't use our Services to damage or adversely affect any of our other customers or our reputation, networks, property, or Services. You cannot in any manner resell the Services to another party. We can take any action to: (1) protect our networks, our rights and interests, or the rights of others; or (2) optimize or improve the overall use of our networks and Services.
D. Our Privacy Policy is available at sprint.com/privacy. Our Privacy Policy governs our use and disclosure of your personal information, and explains your information choices. We may update our Privacy Policy from time to time and encourage you to review it frequently. When you use third party applications, your use is subject to the third party's terms and conditions and policies, including its privacy policy. Your third-party applications may access, collect, use, or disclose your personal information or require us to disclose your information-including location information (when applicable)-to the application provider or some other third party. If you use third-party applications, you agree and authorize us to provide information related to your use of the Services or the application(s).
$E$. Our networks generally know the location of your Device when it is outdoors and/or turned on. By using various technologies to locate your Device, we can provide enhanced emergency 911 services and optional location-enabled services provided by us or a third party. Network coverage or environmental factors (such as structures, buildings, weather, geography, landscape, and topography) can significantly impact the ability to access your Device's location information and use of location-enabled services.
F. You will be able to access the Internet, text, pictures, video, games, graphics, music, email, applications, sound, and other materials ("Data Content") or send Data Content elsewhere using our

Services and your Device. Some Data Content is available from us or our vendors, while other Data Content can be accessed from others (for example, third party websites, games, ringers, applications, etc.). We make absolutely no guarantees about the Data Content that you access on your Device. Data Content may be: (1) unsuitable for children/minors; (2) unreliable or inaccurate; or (3) offensive, indecent, or objectionable. You're solely responsible for evaluating the Data Content accessed by you or anyone through your Services. Data Content from third parties may also harm your Device or its software. We are not responsible for any Data Content. We are not responsible for any damage caused by any Data Content that you access through your Services, that you load on your Device, or that you request that our representatives access or load on your Device. We may place restrictions on accessing certain Data Content (such as certain websites, applications, etc.); impose separate charges; limit throughput or the amount of data that you can transfer; or otherwise limit or terminate Services. If we provide you storage for Data Content that you have purchased, then we may delete the Data Content without notice or place restrictions/limits on the use of storage areas. Data Content stored on a Device, transmitted over our networks, or stored by Sprint Prepaid may be deleted, modified, or damaged. You may not be able to make or receive voice calls while using data Services. Data Content provided by our vendors or third parties is subject to cancellation or termination at any time without notice to you, and you may not receive a refund for any unused portion of the Data Content. You acknowledge that Sprint may employ methods, technologies, or procedures to filter or block messages, filter "spam", or prevent "hacking," "viruses," or other potential harms without regard to any preference you may have communicated to us.
G. You can't use our data Services: (1) with server devices or host computer applications, or other systems that drive continuous, heavy traffic or data sessions; (2) as a substitute or backup for private lines or frame relay connections; or (3) for any other unintended use as we determine in our sole discretion. We reserve the right to limit, suspend, or constrain any heavy, continuous data usage that adversely impacts our networks' performance or hinders access to our networks.
H. When making 911 or other emergency calls, you should always be prepared to provide your location information. Unlike traditional wireline phones, depending on a number of factors (for example, whether your Device is GPS-enabled, where you are, whether local emergency service providers have upgraded their equipment, etc.), 911 operators may not know your phone number, your location, or the location of your Device. In certain circumstances, an emergency call may be routed to a state patrol dispatcher or alternative location set by local emergency service providers. Enhanced 911 service ("E911")-where enabled by local emergency authorities-uses GPS technology to provide location information. Even when available, however, E911 does not always provide accurate location information. If your Device is indoors or for some other reason cannot acquire a satellite signal, you may not be located. Some Devices have a safety feature that prevents use of the keypad after dialing 911-you should follow voice prompts when interacting with emergency service providers employing interactive voice response systems to screen calls.
I. UNLESS EXPRESSLY PROVIDED IN WRITING OTHERWISE, WE MAKE NO

REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING (TO THE EXTENT ALLOWED BY LAW) ANY IMPLIED WARRANTY OF MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE CONCERNING YOUR SERVICES (INCLUDING YOUR DEVICE AND ANY SOFTWARE OR APPLICATIONS ON YOUR DEVICE). WE DON'T PROMISE UNINTERRUPTED OR ERROR-FREE SERVICES AND DON'T AUTHORIZE ANYONE TO MAKE WARRANTIES ON OUR BEHALF. SPRINT PREPAID PROVIDES ALL SOFTWARE AND APPLICATIONS ON AN "AS IS" BASIS WITH ALL FAULTS, ERRORS, AND DEFECTS.
J . You agree that neither we nor our parent, subsidiary, or affiliate companies, nor our vendors, suppliers, or licensors are responsible for any damages, delay, interruption or other failure to perform resulting from: (a) anything done or not done by someone else; (b) providing or failing to provide Services, including, but not limited to, deficiencies or problems with a Device or network coverage (for example, dropped, blocked, interrupted Services, etc.); (c) traffic or other accidents, or any health-related claims relating to our Services; (d) Data Content or information accessed while using our Services; (e) an interruption or failure in accessing or attempting to access emergency services from a Device, including through 911, Enhanced 911 or otherwise; (f) interrupted, failed, or inaccurate location information services; (g) information or communication that is blocked by a spam filter; (h) damage to your Device or any computer or equipment connected to your Device, or damage to or loss of any information stored on your Device, computer, equipment, or Sprint Prepaid storage space from your use of the Services or from viruses, worms, or downloads of malicious content, materials, data, text, images, video, or audio; or (i) things beyond our control, including acts of God (for
example, weather-related phenomena, fire, earthquake, hurricane, etc.), riot, strike, war, terrorism, or government orders or acts. You should implement appropriate safeguards to secure your Device, computer, or equipment and to backup your information stored on each
K. TO THE EXTENT ALLOWED BY LAW, OUR LIABILITY FOR MONETARY DAMAGES FOR ANY CLAIMS THAT YOU MAY HAVE AGAINST US IS LIMITED TO NO MORE THAN THE PROPORTIONATE AMOUNT OF THE SERVICE CHARGES ATTRIBUTABLE TO THE AFFECTED PERIOD. UNDER NO CIRCUMSTANCES ARE WE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, PUNITIVE, MULTIPLE, OR SPECIAL DAMAGES OF ANY NATURE WHATSOEVER ARISING OUT OF OR RELATED TO PROVIDING OR FAILING TO PROVIDE SERVICES IN CONNECTION WITH A DEVICE, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOSS OF BUSINESS, OR COST OF REPLACEMENT PRODUCTS AND SERVICES. L. If you choose to add Services with a Sprint Prepaid Refill card: Refilling your account is covered in detail at sprint.com/prepaid.
(1) How We Charge Data Usage: Depending on your Service, you may be charged for data usage. Unless we specifically tell you otherwise, data usage is measured in bytes, kilobytes, megabytes, and gigabytes-not in minutes/time. 1024 bytes equals 1 kilobyte ("KB"), 1024 KB equals 1 megabyte, and 1024 megabytes equals 1 gigabyte. Bytes are rounded up to KB , so you will be charged at least 1 KB for each data usage session ("data session"). Rounding occurs at the end of each data session and sometimes during a data session. Depending on your data Services, usage may be charged against an allowance or on a fixed price per KB, and you may be subject to limitations on the amount of data usage. If you are charged on a fixed price per KB , any fractional cents will be rounded up to the next cent. You are charged for all data directed to your Device's Internet address, including data sessions you did not initiate and for incomplete transfers. As long as your Device is connected to our data networks, you may incur data charges. Examples of data for which you will be charged includes the size of a requested file or Data Content (game, ringer, etc.); Web page graphics (logos, pictures, banners, advertisement, etc.); additional data used in accessing, transporting, and routing the file on our network; data from partial or interrupted downloads; re-sent data; and data associated with unsuccessful attempts to reach websites or use applications. These data charges are in addition to any charges for the Data Content itself (game, ringer, etc.). Data used and charged to you will vary widely, even between identical actions or data sessions. Estimates of data usage-for example, the size of downloadable files-are not reliable predictors of actual usage.
(2) Establishing an Account Balance. Information on how you can establish and maintain an account balance is available at sprint.com/prepaid or through Sprint Prepaid Customer Care. The replenishment methods available to you will depend on the terms of your Services. A fee may apply to certain replenishment methods. Some service plans may provide for automatic account balance replenishment through, for example, automatic billing to a credit card or debit card or automatic debit from an eligible account with a financial institution. Payment through these methods may be subject to limitations, including, but not limited to, the number of times an account may be debited or charged in a particular time period; the amount that may be debited or charged from an account; or other limitations imposed by us or the financial institution that holds the account.
15.3 Member agrees to enforce its Device Management Policy by any means necessary, up to and including notifying Sprint that service should be terminated on the offending student's device.
16. E-RATE COMPLIANCE. The Services and Products under the Pilot Program are intended for "off-premise"/"off campus" use. Member's teacher end-user or Member's student end-user usage of Services and Products for non-Pilot Program purposes may impact Member's eligibility for discounts or other benefits under the Universal Service Fund Schools and Libraries Program established by the Telecommunications Act of 1996 ("ERate Program") and administered by the Universal Service Administrative Company ("USAC") or other administrative body designated by the Federal Communications Commission ("FCC"), or under state or local corollaries to the ERate Program (collectively, "Support"). Member, and not Sprint, is responsible for ensuring Member's compliance with FCC, USAC or Other Funding Source rules and regulations, Member's applications for Support, or any decisions or actions by the FCC, USAC or Other Funding Sources with respect to Member.
17. 1Million Wireless Plan

MRC $\$ 0$
Plan includes 3GB1 of data per line per month. Plan is for educational use only Additional data access may be provided at lowered data speeds once Member has reached 3GB data allotment at Sprint's discretion 2,3
Voice and Text Unlimited (Smartphone only)

Data Roaming Not available
Device Price 1 Million Equipment Pricing
Sprint LTE Network capable device Required
Eligible Devices (subject to Sprint LTE Network capability) Smartphone, Tablet, Hotspot
(additional Sprint LTE Network-capable like-Products will be added by Sprint as they become available)
Credits No credits of any sort are permitted for users of this Plan (including port-in credit, or any other contractual or sales credits)

1 Students that meet Sprint's accessibility requirements, for example, students who are blind or deaf, will receive 6GB of data, but all other terms and conditions in this Pilot Agreement apply. 2Member's use of Sprint Products or Services is governed by the 1 Million Program Terms and Conditions, which incorporate by reference Sprint's Standard Terms and Conditions for Communications Services as posted at Sprint's Rates and Conditions Website at http://www.sprint.com/business/resources/ratesandterms/Standard_Terms_and_Conditions_for_ Communications_Services.pdf Wireless Services Product Annex as posted at the Rates and Conditions Website at http://www.sprint.com/business/resources/ratesandterms/wireless_ services_product_annex.pdf. Sprint reserves the right to block network access after the monthly 3GB allotment is reached until the start of the next monthly service period.
3 Network Management and Performance: For important information on Sprint's network management tools, policies and other related information, including but not limited to prioritization of access to network resources in congested areas, please visit Sprint.com/networkmanagement. A. All pricing and available MBs and GBs are the same whether Member Lines use the Sprint 4G LTE Network, the Sprint 3G Network or the Nationwide Sprint Network. When the Sprint 4G LTE Network is available and Member uses a Sprint 4G LTE compatible device with a Business Plan for Sprint 4G LTE Services, Active Units will first attempt to connect to the Sprint 4G LTE Network, and then default to the Sprint 3G Network or Nationwide Sprint Network depending on coverage and network availability. Sprint 3G Network coverage is not available everywhere and requires an EVDOcompatible data device. When the Sprint 3G Network is available and Member uses a Sprint EVDOcompatible device with a wireless high-speed data Plan, Active Units will first attempt to connect to the Sprint 3G Network, and then default to the Nationwide Sprint Network depending on coverage and network availability.
B. Member may not migrate any existing service plans or devices previously obtained from Sprint at a price lower than the 1 Million Equipment Price to this 1 Million Wireless Plan. Furthermore, Member is prohibited from deactivating any existing lines of service for the purpose of re-activating said lines on the above Plan.
C. Member may request types of Devices, but order is subject to Sprint's discretion.
D. The Services and Products under the 1 Million Pilot Program are intended for "off-premise"/"off campus" use. If used while on school premises, device connectivity must occur solely through Member-provided Wi-Fi. Should usage occur on a Sprint network, service quality may be negatively impacted due to the potential for multiple simultaneous connections and/or in-building wireless signal penetration limitations. Sprint accepts no responsibility for any such service quality issues, and reserves the right to take action if, at its sole determination, simultaneous users on the school facility(ies) are disrupting or degrading a Sprint network or network usage by others. The facilities or premises of an Eligible Non-Profit or an Eligible PHA shall not be considered school premises, campuses or school facilities.
E. Voice and Text. For smartphones, the plan includes unlimited Domestic voice minutes and SMS text messaging. Wireless voice services are provided on the Sprint networks. Wireless voice service areas may change and are accessible through www.sprint.com or by contacting Customer's Sprint Account Representative. Wireless voice services are not available on the Sprint 4G Network. SMS text messaging is not available on the Sprint 4G Network.
F. Data: the plan includes 3GB of Sprint high speed wireless data. Once the 3GB data allotment is reached data speeds may be slowed. Member may purchase additional high speed data at Member's own cost. See sprint.com/prepaid for details. High speed wireless means 3G/4G download speeds. Students that meet Sprint's accessibility requirements, for example, students who are blind or deaf, will receive 6GB of data, but all other terms and conditions in this Pilot Agreement apply.
G. Roaming: the plan does not allow data roaming.
H. For Members using devices with hotspot capability, Member may not utilize device for service
other than on the primary device to be utilized for educational purposes.
I. Sprint reserves the right to limit the number of users in Member's school or school district (or under any Eligible Non-Profit or Eligible PHA), at its sole discretion and based on Member-specific communications.
J. Sprint will provide a Children's Internet Protection Act compliant Internet filtering solution, which will be the default status for all Devices, for data used on the Sprint Networks; provided, however that Member maintains all responsibility for CIPA compliance. Sprint will not be liable for any content accessed from a Device that a Member or parent deems inappropriate. Member acknowledges that Sprint may employ methods, technologies, or procedures to filter or block messages, filter "spam", or prevent "hacking," "viruses," or other potential harms without regard to any preference Member may have communicated to us.
K. The 1 Million Wireless Plan above is only available on devices either: (i) provided by Member and approved in writing by Sprint, or (ii) purchased from Sprint at full 1 Million Equipment Pricing. L. Should Member employ these plans on a device acquired through Sprint at any time at a discounted device price (i.e. less than 1 Million Equipment Pricing), Sprint may retroactively charge Member the difference between the discounted device price and the 1 Million Equipment Price for the device.
M. Usage for non-educational purposes is prohibited.
N. Sprint reserves the right, without notice or limitation, to limit throughput speeds or quantities or to deny, terminate, end, modify, disconnect, or suspend wireless Service if a wireless Product engages in any of the prohibited data uses detailed below or if Sprint, in its sole discretion, determines action is necessary to protect the Sprint Networks or Sprint 4G LTE Network from harm or degradation. Sprint wireless data Services are provided solely for Education-related purposes of web surfing, sending and receiving email, photographs and other similar messaging activities, and the noncontinuous streaming of videos, downloading of files or on-line gaming. Sprint wireless data Services may not be used: (a) to generate excessive amounts of Internet traffic through continuous, unattended streaming, downloading or uploading of videos or other files or to operate hosting services including, but not limited to, web, video surveillance, or gaming hosting; (b) to maintain continuous active network connections to the Internet such as through a web camera or machine-tomachine connections that do not involve active participation by a person; (c) to disrupt email use by others using automated or manual routines, including, but not limited to, "auto-responders" or cancel bots or other similar routines; (d) to transmit or facilitate any unsolicited or unauthorized advertising, telemarketing, promotional materials, "junk mail", unsolicited commercial or bulk email, or fax; (e) for activities adversely affecting the ability of other people or systems to use either Sprint's Wireless Services or other parties' Internet-based resources, including, but not limited to, "denial of service" (DoS) attacks against another network host or individual user; (f) for an activity that connects any device to personal computers (including, but not limited to, laptops), or other equipment for the purpose of transmitting wireless data over the Sprint Networks or Sprint 4G LTE Network (unless Member is using a plan designated for such usage); (g) for any other reason that, in Sprint's sole discretion, violates Sprint's policy of providing Service for individual use.
O. Certain data usage restrictions and limitations apply and are set forth in the Wireless Services Product Annex.
P. Usage Limitations. Other plans may receive prioritized bandwidth availability.

Please view disclaimer related to email correspondence at http://ecenter.custhelp.com/ ci/documents/detail/2/ec_disclaimer.

Between
THE ANAHEIM UNION HIGH SCHOOL DISTRICT (AUHSD) serves the communities of Anaheim, Cypress, La Palma, Buena Park, and Stanton
and
THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, ON BEHALF OF IT'S IRVINE CAMPUS (Grant Recipient) is lawfully authorized to operate as a non-profit tax exempt and/or charitable organization

## Regarding

AUHSD's 2018 GRANT for the Grant Recipient's Saturday Academy of Law Program (SAL), an educational pipeline program offered to high school freshmen
*
This MEMORANDUM OF UNDERSTANDING ("MOU") establishes a partnership and sets forth the terms and conditions under which AUHSD has provided, and the Grant Recipient has accepted, a grant of nineteen thousand dollars ( $\$ 19,000$ ) ("the Grant").

## Use of the Grant

(1) Shall support the SAL Program expenses, related to educating ninth graders enrolled at AUHSD for Period of Performance 7/1/18-6/30/19;
(2) Shall comply with all applicable laws and regulations: and
(3) Shall comply with all terms of this MOU.

## Disbursement of Grant Funds

Consistent with the terms of this MOU. funds will be provided by AUHSD to the Grant Recipient in the form of a check made payable to the UC Regents.

## Roles and Responsibilities

University of California. Irvine School of Law will direct efforts to achieve the following:
(a) Conduct the Saturday Academy of Law (SAL) program that provides ninth grade students the opportunity to learn more about the legal profession and higher education opportunities.
(b) Report about various activities for successful implementation to AUHSD.

AUHSD will enable the Grant Recipient to:
(a) Inform and recruit high school freshmen.
(b) Solicit support from the Counseling Team to distribute and collect student applications.

Jaron Fried, Assistant Superintendent, Education Anaheim Union High School District

Date:


Erika Blossom, Sr. Contract and Grant Officer The Regents of the University of California

Date:


ANAHEIM UNION HIGH SCHOOL DISTRICT<br>501 N. Crescent Way - P.O. Box 3520<br>Anaheim, CA 92803-3520

## EDUCATIONAL CONSULTING AGREEMENT

THIS AGREEMENT is made and entered into this (Board Approval Date):

| $11^{\text {th }}$ | day of | October | 2018 |
| :--- | :--- | :--- | :--- | by and between

Dance Masters
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:

Educational Dance Masters Student Assembly with anti-tobacco theme focusing on encouraging students to find something they love to do and concentrate on the personal fulfillment they can gain, instead of choosing to engage in negative behaviors such as tobacco, alcohol, and drug use.

| Site/School: | $\frac{2018}{10 / 26 / 18 ~-~ D a l e ~ J H S ~(2 ~ s h o w s) ~}$ | Funds <br> (Cost <br> Center): | TUPE Grant <br> 4898 |
| :--- | :--- | :--- | :--- |

2. List of Other Supportive Staff or Consultants:

No other support staff is required.
3. Consultant shall commence providing services under this AGREEMENT on:

| Date: | October 12, 2018 |
| :--- | :--- |

and shall diligently perform as specified and complete performance by:

| Date: | May 23, 2019 |
| :--- | :--- |

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:

```
Student Support Services will provide consultant with current TUPE information.
```

5. District shall pay Consultant the maximum amount of

for services rendered

| to \# of <br> people: | 1,100 - Dale JHS <br> In addition to an unknown <br> number of site teachers and <br> staff participants. | \# hours per <br> day: | 2.0 to <br> 5.0 | \# of days: | 1 |
| :--- | :--- | :--- | :--- | :--- | :--- |

2018-19
DANCE MASTERS

pursuant to this AGREEMENT. Payment shall be made 15 to 30 days after receipt of invoice. Consultant shall submit an invoice to District Accounting Department via U.S. Mail.
6. District may at any time for any reason terminate this AGREEMENT. Written notice by the District's superintendent shall be sufficient to stop further performance of services by Consultant. The notice shall be deemed given when received or no later than three (3) days after the day of mailing, whichever is sooner.
7. Consultant agrees to and shall hold harmless and indemnify District, its officers, agents, and employees from every claim or demand and every liability or loss, damage, or expense of any nature whatsoever, which may be incurred by reason of:
a. Liability for damages for death or bodily injury to person, injury to property, or any other loss, damage, expense sustained by Consultant or any person, firm, or corporation employed by Consultant upon or in
connection with the services called for in this AGREEMENT except for liability for damages referred to above which result from the sole negligence or willful misconduct of District, its officers, employees, or agents.
b. Any injury to or death of persons or damage to property, sustained by any persons, firm, or corporation, including the District, arising out of, or in any way connected with the services covered by this AGREEMENT, whether said injury or damage occurs either on or off school district property, except for liability for damages which result from the sole negligence or willful misconduct of the District, its officers, employees, or agents.

Consultant, at Consultant's expense, cost, and risk, shall defend any and all actions, suits, or other proceedings that may be brought or instituted against the District, its officers, agents, or employees on any such claim, demand, or liability and shall pay or satisfy any judgment/lawsuit reimbursement that may be rendered against the District, its officers, agents, or employees in any action suit, or other proceedings as a result thereof.
8. This AGREEMENT is not assignable without written consent of the parties hereto.
9. Consultant and assistants shall comply with all applicable federal, state, and local laws, rules, regulations, and ordinances, including Worker's Compensation.
10. Consultant, if an employee of another public agency, certifies that Consultant shall not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to the AGREEMENT.
11. The following is a brief description of what will be achieved by Consultant as a result of this AGREEMENT:

As a result, the Dance Masters assemblies will help students make good decisions. Students today face ever increasing challenges and they seem pressed from every side. To reach them one of the most effective tools has been through spectacular dance presentations programs that hold their attention and challenge their thinking.
12. What are the technical reasons Consultant is being hired as an Independent Contractor rather than an employee?

Dance Masters has 12 years of experience performing throughout the world delivering custom messages tailored to each event. The message of this antitobacco assembly is to be tobacco free and instill ideals that will increase selfconfidence and positive morals.

List any technical support that will need to be supplied by District:

## Needed to Present:

*PLEASE SEE PERFORMANCE REQUIREMENTS SHEET IN ADDITION TO BELOW!
*Access to your best available sound system.
*Dance Masters will need to plug-in an iPod into your best portable or House PA system.
*Requires one (1) wireless microphone or 1 wired MIC with a long cord.
*Performance area of at LEAST $16^{\prime} \times 16$ ', smooth, un-carpeted area to perform.
*Auditorium stage, MPR stage, gymnasium floor are ideal, but we work with specific school needs. We cannot perform on CARPET!
*Please have a custodian sweep the area first as the performers will be spinning on the floor.
*Volunteers needed (2 or 3 teachers/admin) who are willing to be part of the show. Please hand list to host before the show starts.
*Bottle water and a little fruit or snacks are always appreciated, but not expected.

## 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.
$\boxtimes \quad$ No Training: The consultant will not receive training provided by the employer. The consultant will use independent methods to accomplish the work.
$\boxtimes$ Work Not Essential to the Employer: The employer's success or continuation does not depend on the services of the consultant.
$\boxtimes \quad$ 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.
$\boxtimes$ 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.
Q Own Work Hours: Consultant will establish work hours for the job.
$\boxtimes$ Time to Pursue Other Work: Since specific hours are not required, consultant may work for other employers simultaneously, unless otherwise noted.
$\boxtimes$ Job Location: Consultant controls job location, under district discretion, whether on employer's site or not.
区 Order of Work: Consultant, rather than employer, determines order or sequence of steps in performance of work.
$\boxtimes$ No Interim Reports: Only specific pre-determined reports defined in the consulting agreement.
$\boxtimes$ Basis of Payment: Consultant paid for services rendered, if applicable (see Agreement \#4); total compensation set in advance of starting the job.
$\boxtimes \quad$ Business Expenses: Consultant is responsible for incidental or special business expenses.
$\boxtimes$ Tools and Equipment: Consultant furnishes the identified tools and equipment needed for the job.
$\boxtimes$ Significant Investment: Consultant can perform services without using the employer's facilities. Consultant's investment in own trade is real, essential, and adequate.
$\boxtimes \quad$ 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.
$\boxtimes \quad$ Services Available to the General Public (check valid items):
$\boxed{\bigotimes} \quad \begin{aligned} & \text { Maintains an office } \\ & \text { Business license }\end{aligned}$
B Business signs
Advertises services
$\boxtimes \quad$ 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).
$\boxtimes \quad$ 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): |  |
| Dance Masters | Anaheim Union High School District |
| Typed Name/Title of Authorized Signatory: | Typed Name of Assistant Superintendent: |
| Jarrod Taylor, LAUSD Educator/Artistic Director/Official Host | Jaron Fried |
| Authorized Signature: | Signature of Assistant Superintendent: |
| X $\angle$ ¢ | X |
| Street Address: | Street Address: |
| ¢20748 Vose St. | 501 Crescent Way, P.O. Box 3520 |
| City, State, Zip Code | City, State, Zip Code |
| Winnetka, CA d1306 | Anaheim, CA 92803-3520 |
| Date: | Date: |
| 9/11/18 |  |
| Mark Appropriately: |  |
| Independent/Sole Proprietor: |  |
| Corporation: $X$ |  |
| Partnership: |  |
| Other/Specify: |  |
| Social Security Number* or | Federal Identification Number* |
|  | $\longrightarrow$ |
| *Or, initial below: |  |
| (1) have completed a new IRS Form W-9 | that will be submitted directly to AUHSD Accounting. |
| Telephone Number: | E-mail Address: |
| (800) 610-5570 Office / (818) 430-5626 Mobile | director@dancemaster.tv |

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.
PRINCIPALIDISTRICT ADMINISTRATOR:
Signature of 保c|pal or District Administrator (sign prior to submitting to Diftrict indicating review and approval):


# AGREEMENT FOR PROVISION OF EDUCATIONALLY RELATED MENTAL HEALTH SERVICES BETWEEN COUNTY OF ORANGE 

AND
ANAHEIM UNION HIGH SCHOOL DISTRICT
JULY 1, 2018 THROUGH JUNE 30, 2019

THIS AGREEMENT is entered into this 1st day of July 2018, which date is enumerated for purposes of reference only, is by and between the County of Orange ("COUNTY") and the GREATER ANAHEIM SELPA Special Education Local Plan Area and ANAHEIM UNION HIGH SCHOOL DISTRICT (collectively "SELPA" or "DISTRICT") (collectively "PARTIES") with respect to the provision of Educationally-Related Mental Health Services. For purposes of this Agreement, Educationally-Related Mental Health Services shall have the same meaning as listed in Exhibits A and B. This Agreement shall be administered by the ORANGE COUNTY Health Care Agency ("ADMINISTRATOR").

## RECITALS

WHEREAS, the IDEA requires local educational agencies ("LEA"), including DISTRICT, to provide a free, appropriate public education ("FAPE") to eligible students with disabilities residing within its boundaries, and requires the provision of related services ${ }^{1}$, including psychological services, social work services, and counseling services, as required to assist a child with a disability to benefit from special education;

WHEREAS, the 2011-2012 California Budget Act repealed parts of Chapter 26.5, Division 7, Title I of the Government Code which shifted the responsibility for providing Educationally Related Mental Health Services, including out-of-home residential services, from county mental health departments and county welfare departments to school districts.

WHEREAS, under State law, the COUNTY is obligated to provide medically necessary mental health services to eligible individuals under their Medi-Cal health plan, including seriously emotionally disturbed children in Orange County, who have qualifying mental health needs.

WHEREAS, by this Agreement, DISTRICT ensures that Proposition 98, fiscal year 2018-19 State Budget Act funds, and IDEA funds are utilized so that special education pupils residing in the DISTRICT continue to be identified, assessed, and provided with Educationally Related Mental Health Services required by the IDEA;

WHEREAS, both the COUNTY and LEAs are interested in cost containment and the accuracy and transparency of invoicing for services;

WHEREAS, the Orange County Department of Education ("OCDE"), SELPAs, local school districts and COUNTY have a long history of working cooperatively to serve special education students and wish to continue that cooperative partnership under this Agreement.

## OPERATIVE PRINCIPLES

A. Accordingly, and in light of the foregoing recitals, the Parties agree that this Agreement is to be implemented, interpreted, and viewed in light of the following Operative Principles:

1. DISTRICT is responsible under the IDEA for the provision of FAPE to eligible students, pursuant to 20 U.S.C. § 1401 (26), 34 C.F.R. § 300.34., and COUNTY is obligated under State law, to provide mental health services to eligible Medi-Cal beneficiaries in Orange County.
2. There is no federal IDEA obligation or state law obligation on the COUNTY to provide FAPE, and there is no federal or state law obligation for DISTRICT to provide mental health services that are not educationally related, and this Agreement is not intended to create any such obligations. This Agreement is not intended to make the COUNTY a "public agency" within the meaning of IDEA and/or subject to the IDEA's dispute resolution provisions.
3. Absent reinstatement of and appropriation of funding by the State for AB 3632 services, there is no statutory mandate on the COUNTY to provide AB 3632 services or on the DISTRICT to refer students to the COUNTY for mental health assessments and services under AB 3632 .
4. The payment of funds to the COUNTY, as outlined in this Agreement, for provision of Educationally-Related Mental Health Services for special education pupils does not create a statutory obligation on the COUNTY to provide FAPE, and the COUNTY is not otherwise required to provide Educationally-Related Mental Health Services, except to the extent State law provides for the provision of the same or similar mental health services to the same or similar students.
B. NOW, THEREFORE, based on foregoing recitals, Operative Principles, and other mutual considerations and promises herein, the Parties agree as follows:
5. DISTRICT'S Provision of FAPE: It is understood and agreed the DISTRICT has the right and obligation under IDEA to determine Educationally-Related Mental Health Services needed for an eligible student to receive FAPE. The COUNTY will provide to the DISTRICT's designated students the services detailed in Exhibit A and/or Exhibit B for fiscal year 2018-19 and pursuant to this Agreement
only. DISTRICT may use the COUNTY to provide Educationally-Related Mental Health Services or may independently, or through a third party vendor, provide for Educationally-Related Mental Health Services. DISTRICT shall bear the costs of and pay the COUNTY for the provision of EducationallyRelated Mental Health Services provided, in accordance with this Agreement, to DISTRICT students; the COUNTY will not bill DISTRICT to the extent that any such services are paid for by other State or federal funding sources, specifically Medi-Cal and EPSDT.
6. Funding and Reimbursement: To the extent legally permissible, the COUNTY will identify and use Medi-Cal, Early and Periodic Screening, Diagnosis, and Treatment ("EPSDT"), and any other state or federal funding sources designated for the provision of specialty mental health services to children who may also qualify for services under the IDEA in providing Educationally-Related Mental Health Services under this Agreement. DISTRICT will reimburse the COUNTY for any costs incurred in providing educationally necessary mental health assessments and services to students hereunder which exceeds alternate funding, or for Medi-Cal eligible students that do not meet medical necessity for specialty mental health services.
7. Cooperation in Administrative Proceedings: Although the COUNTY will not be named by the DISTRICT as a party to due process proceedings under the IDEA's procedural safeguards, the COUNTY agrees to cooperate with the DISTRICT/SELPA for all administrative or other legal proceedings involving special education students receiving services from the COUNTY pursuant to this Agreement. The COUNTY will ensure that relevant staff are available, when possible, and will provide copies of source documents related to services provided under terms of this Agreement to the extent permitted by law with appropriate written permissions from parents/guardians. COUNTY staff will bill time under the case management rate.
8. Referrals and Assessment Reports:
a. DISTRICT may refer students, as determined by the DISTRICT, with suspected educationally-related mental health needs arising from a qualifying IDEA disability to the COUNTY for mental health assessment within ten days of DISTRICT's receipt of signed consent from the parent/guardian, and the COUNTY will process and complete the assessment within the IDEA timeline. If DISTRICT does not forward the referral information within ten days of receipt of written consent (not counting days between the pupil's regular school sessions, terms, or days of school vacation in excess of five schooldays) from the parent/guardian, COUNTY has the option of requesting an extension of the timeline. DISTRICT will provide a "Referral Packet" that includes a statement of the student's problems, all necessary assessment reports, background information, signed consents and releases, and any other relevant information as set forth in the IDEA and California Education Code.
b. The COUNTY will attend related Individual Education Program ("IEP") meetings if requested by DISTRICT.
c. For services provided under Exhibit A, the COUNTY's assessment will result in a report that will include recommendations for specific mental health services or no mental health services, and

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the assessment report will be submitted to the DISTRICT within a minimum of three (3) working days prior to the IEP. Such recommendations will only be advisory to and not otherwise binding upon the DISTRICT. Consultation with the COUNTY regarding any recommendations or parts of the assessment could be made available by contacting the Service Chief from the service region to which the referral was made. See Exhibit C for contact information.
d. For services provided under Exhibit B, the COUNTY's assessment will result in a report that recommends either placement in a residential treatment facility or other mental health services as appropriate, and the assessment report will be submitted to the DISTRICT within a minimum of three working days prior to the IEP. COUNTY's recommendations will only be advisory to, and not otherwise binding upon, the DISTRICT.

## 5. HCA's Provision of Services:

a. Educationally-Related Mental Health Services for eligible students, as referenced in this AGREEMENT, are defined in Exhibits A and B of this Agreement.
b. As part of this Agreement, each district may select a package of services from both Exhibit A and Exhibit B, or, from either Exhibit A or Exhibit B. The services described in Exhibit A and/or Exhibit B will be provided as needed for eligible children with qualifying disabilities, as defined under the IDEA, in paragraph (3) of Section 1401 of Title 20 of the United States Code. Services provided by the COUNTY under this Agreement will be dependent upon the Exhibit(s) selected by the DISTRICT. DISTRICT must make its selection by marking the box or boxes below, indicating which mental health services the DISTRICT wishes the COUNTY to provide as part of this Agreement:

1) $\boxtimes$ EXHIBIT A: Outpatient Services (for students not placed residentially)
2) $\triangle$ EXHIBIT B: Residential Placement Services
c. The COUNTY will provide Educationally-Related Mental Health Services listed in Exhibit A and/or Exhibit B as long as the student remains enrolled in a school district that has entered into this Agreement for such services. In cases where a student is identified as being no longer enrolled in the school district that has entered into this Agreement, such services will be transferred to the new school district of responsibility. Examples of these types of cases may include, but are not limited to, the following: a student who matriculates to another school district that has not entered into this Agreement, a student who changes residence, a student that discharges from residential placement (and requires a service that is not included as part of this Agreement), or a student who remains in residential placement but matriculates into another school district that has not entered into this Agreement.
3) A minimum of one therapeutic termination session may be needed for each student that moves to a school district that has not entered into this Agreement, as well as case management services to link the parent to the new district representative handling the IEP related mental health services.
4) DISTRICT will inform the COUNTY in a timely manner, and by means of written or electronic notification, that a student has graduated, matriculated out of the DISTRICT, or moved to another district. DISTRICT will also inform the COUNTY in a timely manner when Educationally-

Related Mental Health Services are removed or dropped from the student's IEP. Failure of DISTRICT to provide evidence to the COUNTY of either written or electronic notification of the student's graduation, matriculation, termination of services from the IEP and/or move shall make DISTRICT of origin responsible for costs of all services provided up to the day of notification. Notification shall be sent to CYBH Administration and the appropriate Service Chief.
d. The COUNTY agrees to provide cumulative monthly "IEP related Detail Service Reports" to DISTRICT via the SELPA to review and validate that HCA's Integrated Records Information System ("IRIS") has eligible students documented in the correct district of residence, per the most current IEP found in the county mental health record. These reports will be delivered to SELPAs via secured email approximately twenty-one (21) days from the last day of the month. SELPAs/DISTRICTS will have approximately fourteen (14) days to submit corrections to HCA's designated staff member.
e. Funding and/or reimbursement received by the COUNTY, from sources other than DISTRICT, for Educationally-Related Mental Health Services will offset any amount DISTRICT is required to fund under this Agreement. The accounting of expenditures to DISTRICT will reflect the cost of services and the units of service billed to Medi-Cal and EPSDT.
f. The COUNTY shall bill DISTRICT for services based on invoices that itemize the service function code, units of services and rate per unit. The rate per unit is as follows:

1) Case Management (Outpatient): $\$ 5.49 /$ minute
2) Collateral Services, Assessment, Individual Therapy, and Group Therapy (Outpatient): \$5.65/minute
3) For Placement Services provided to clients in Out-of-State Group Homes, DISTRICT shall reimburse the COUNTY for time spent involved with activities noted in Exhibit B at the case management rate of $\$ 5.49$ a minute and will include a pro-rated share of travel costs that will include car rental and fuel, airfare, lodging, and meals.
g. Medication management is not a service included in this Agreement.
h. If there are any billing errors, the costs will be revised through a reconciliation process.
i. For each service provided, as described in Exhibits A and B, documentation time and travel time (when necessary to gain access to student) will be included in the claim for that service, but broken out in the monthly report. The County shall bill the District for documentation and travel time at the case management rate.
6. Residential Placement: The COUNTY will make recommendations directly to DISTRICT for students appearing to need residential placement prior to the IEP meeting. The COUNTY's recommendation will be advisory. The COUNTY's report will be given to DISTRICT a minimum of three (3) working days prior to the IEP. The DISTRICT will review the report with parents at the IEP meeting. The COUNTY report will be considered an educational record as federal and state laws allow. DISTRICT will be responsible for making all payments to residential treatment facilities for the board and care, education, and educationally related mental health treatment costs of students placed from their DISTRICT.
7. Reimbursement of Educationally-Related Mental Health Services: DISTRICT will provide reimbursement to the COUNTY for the provision of Educationally-Related Mental Health Services, as outlined in Exhibits A and/or B, at the rates listed in Subparagraph 5.g, above.
a. DISTRICT will reimburse the COUNTY for Costs within forty-five (45) days of receipt of submitted claims (as set forth more specifically in paragraph 8 below) subject to review by the School District.
b. The COUNTY agrees that their billing system will clearly set forth the name of the student, date of birth, the school district of residence, the dates and times of services provided and a description of the services that is satisfactory to DISTRICT.
c. The COUNTY agrees to quickly resolve all billing disputes. Proof of the correction of billing disputes shall be provided to DISTRICT within thirty (30) days. Proof of the correction will be set forth in a written document listing the corrections and provided to DISTRICT within 30 days.
d. The COUNTY agrees to provide copies of audits performed by State or other regulatory entities under which it operates related to claims for reimbursement of Educationally Related Mental Health Services, upon a request made by the Orange County Department of Education. To the extent permitted by law, audit results will be kept confidential among the parties to this Agreement.
8. Submission of Claims:
a. The COUNTY will submit a claim for services under this Agreement quarterly, within thirty days of the end of each quarter, using the state fiscal year of July through June. The claim shall include a detailed report of cost of services provided to each district's student(s). This report will include information from those Encounter Documents (ED) entered into the COUNTY'S Integrated Records and Information System (IRIS) at the time the report is generated. DISTRICT shall reimburse the COUNTY, at the agreed to rate, for all costs incurred in providing Educationally-Related Mental Health Services which are not reimbursed by other funding sources. Payment must be received within forty-five days of the claim.
b. The COUNTY will provide a final reconciliation to DISTRICT by December 1, 2018 or sooner if possible.
c. The COUNTY quarterly claims will be mailed to DISTRICT at the following address:

| Anaheim Union High School District | Greater Anaheim SELPA |
| :--- | :--- |
| 501 N. Crescent Way | 7300 La Palma, Bldg. 6 |
| Anaheim, CA 92801 | Buena Park, CA 90620 |

d. Checks should be mailed to COUNTY at the following address: CEO Treasurer Unit
Attn: HCA School District Reimbursement
P.O. Box 4005

Santa Ana, CA 92702-4005
9. Mailing of Reports: Monthly and semi-annual service reports will be mailed to DISTRICT and SELPA at the following address:

Anaheim Union High School District<br>501 N Crescent Way<br>Anaheim, CA 928010<br>Greater Anaheim SELPA<br>7300 La Palma, Bldg. 6<br>Buena Park, CA 90620

10. Privacy: The COUNTY and SELPA acknowledge the protections afforded to student health information under regulations adopted pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Pub. L. No. 14-109, students records under the Family Educational Rights and Privacy Act (FERPA), 20 USC Section 1232 g; and under provisions of state law relating to privacy of student information. The COUNTY and DISTRICT shall ensure that all activities and communications undertaken under this Agreement will conform to the requirements of these laws.
11. Modification: This Agreement shall not be modified or amended without the mutual written consent of the Parties.
12. Integration: This Agreement represents the entire understanding of SELPA/DISTRICT and the COUNTY as to those matters contained herein, and supersedes and cancels any prior oral or written understanding, promises or representations with respect to those matters covered hereunder. This Agreement may not be modified or altered except in writing and signed by both Parties hereto. This is an integrated Agreement.
13. Indemnity:
a. DISTRICT agrees to indemnify, defend with counsel approved in writing by COUNTY, which approval shall not be unreasonably withheld, its elected and appointed officials, officers, employees, agents, and those special districts and agencies for which COUNTY's Board of Supervisors acts as the governing Board (COUNTY INDEMNITEES), if applicable, harmless from any claims,
demands or liability of any kind or nature, including, but not limited to, personal injury or property damage, arising from or related to the performance of this Agreement by DISTRICT but only in proportion to and to the extent such claims, demands, or liability are caused by or result from the negligent or intentional acts or omissions of DISTRICT, its officers, employees, or agents.
b. COUNTY agrees to indemnify, defend and hold DISTRICT, its appointed officials, officers, employees, and agents harmless from any claims, demands or liability of any kind or nature, including, but not limited to personal injury or property damage, arising from or related to the performance of this Agreement by COUNTY, but only in proportion to and to the extent such claims, demands, or liability, including defense costs, are caused by or result from the negligent or intentional acts or omissions of COUNTY, its offices, employees, or agents.
c. If judgment is entered against DISTRICT and COUNTY by a court of competent jurisdiction because of the concurrent active negligence of COUNTY or COUNTY INDEMNITEES, DISTRICT and COUNTY agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.
14. Laws and Venue: This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in a state or federal court situated in the County of Orange, State of California, unless otherwise specifically provided for under California law.
15. Third Party Rights: Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than DISTRICT and the COUNTY.
16. Severability: The unenforceability, invalidity or illegality of any provision(s) of this Agreement shall not render the other provisions unenforceable, invalid, or illegal.
17. Term: This Agreement shall cover the period of July 1, 2018 through June 30, 2019.
18. Termination: Either party may terminate this Agreement, without cause, upon thirty (30) days written notice given to the other party.
19. Dispute Resolution: The COUNTY and DISTRICT agree that resolution of disputes on the implementation of this Agreement will be initially conducted through collaborative efforts between the Parties. In the event a collaborative resolution cannot be achieved, the Parties agree that Title 5 of the California Code of Regulations at $\S 4600$, et seq. relating to "Uniform Complaint Procedures" will be applied.
20. Default: Force Majeure:
a. Neither party shall be deemed to be in default of the terms of this Agreement if either party is prevented from performing its terms by causes beyond its control, including without being limited to: acts of God; any laws and/or regulations of State or Federal government; or any catastrophe resulting from flood, fire, explosion, or other causes beyond the control of the defaulting party. If any of the stated contingencies occur, the party delayed by force majeure shall immediately give the other parties written notice of the cause for delay. The party delayed by force majeure shall use reasonable diligence to correct
the cause of the delay, if correctable, and if the condition that caused the delay is corrected, the party delayed shall immediately give the other parties written notice thereof and shall resume performance of the terms of this Agreement.
b. Neither party shall be liable for any excess costs if the failure to perform the Agreement arises from any of the contingencies listed above.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers in the County of Orange, California.

ANAHEIM UNION HIGH SCHOOL DISTRICT

BY: $\qquad$ DATED: _10/12/18

TITLE: Assistant Superintendent, Educational Services Division COUNTY OF ORANGE

BY: $\qquad$ DATED: $\qquad$

APPROVED AS TO FORM
OFFICE OF THE COUNTY COUNSEL
ORANGE COUNTY, CALIFORNIA


DATED: $\qquad$

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EXHIBIT A<br>TO AGREEMENT FOR PROVISION OF EDUCATIONALLY RELATED MENTAL HEALTH SERVICES BETWEEN<br>COUNTY OF ORANGE<br>AND<br>ANAHEIM UNION HIGH SCHOOL DISTRICT<br>JULY 1, 2018 THROUGH JUNE 30, 2019

## DESCRIPTION OF OUTPATIENT SERVICES TO BE PERFORMED BY THE COUNTY

Outpatient Services are defined as follows:
A. Assessment:

1. Initial Assessment/Re-Assessment Services: This includes, but is not limited to, clinical analysis of the pertinent history related to the current status of the student's mental, emotional, or behavior condition; interviews with significant persons in the student's life; interview(s) with student (when possible); and consultation with school district personnel.
2. Annual Assessments: This consists of re-assessments required to re-assess a student to determine eligibility for mental health services under the IDEA and/or to determine the appropriate composition of such services (for students that have Medi-Cal as a health plan only).
3. Assessment Updates: This includes six (6)-month updates for documentation purposes and chart review (for students that have Medi-Cal as a health plan only).
B. Mental Health Services - Mental Health Services ${ }^{2}$ shall include:
4. Individual Therapy: Individual Therapy includes those therapeutic interventions consistent with the student's IEP mental health goals that focus primarily on symptom reduction as a means to improve functional impairments. Individual Therapy is usually delivered to an individual, face-to-face without any other person or family member present.
5. Collateral Services: Collateral Services consists of contact with one or more significant support persons in the life of the student which are determined by student's IEP team to be necessary to address the student's IEP mental health goals and which may include consultation and training to assist in better utilization of services and understanding mental illness. Collateral services include, but are not limited to, helping significant support persons to understand and accept the student's condition and involving them in service planning and implementation of service plan(s). Family counseling or therapy which is provided on behalf of the student is considered collateral.
${ }^{2}$ Mental Health Services include driving time if service is provided offsite from clinic.
6. Family Therapy: Family Therapy consists of contact with the student and one or more family members and/or significant support persons that address a student's IEP mental health goals. Services shall focus on the care and management of the student's mental health conditions within the family system.
C. Case Management - Case Management Services are activities that are provided by staff to access medical, educational, social, prevocational, vocational, rehabilitative, or other needed educationallyrelated services for eligible students. Services may include the following:
7. Linkage and Coordination: Includes the identification and pursuit of resources needed for provision of a free and appropriate public education to a student, including, but not limited to the following:
a. Inter-and intra-agency communication, coordination, and referral, including reports to Child Protective Services;
b. Monitoring service delivery to ensure an individual's access to services;
c. Attending IEPs and legal proceedings as requested by DISTRICT or as required by subpoena.
d. Travel and documentation time.
8. Plan Development: Plan Development consists of the following that address a student's mental health goals:
a. When staffs develop Client Plans, approve Client Plans, and/or monitor a client's progress. Such activities may take place with the client to develop a Client Plan or discuss the overall or program goals, with a client or family member and/or significant support persons to obtain signatures on the Client Plan, and, if needed, have the Client Plan reviewed and signed by a licensed/waivered/registered clinician.
b. When staff meet to discuss the student's clinical response to the Client Plan or to consider alternative interventions.
c. When staffs communicate with other professionals to elicit and evaluate their impressions (e.g. probation officer, teachers, social workers) of the student's clinical progress toward achieving their Client Plan goals, their response to interventions, or improving or maintaining client's functioning.

EXHIBIT B<br>TO AGREEMENT FOR PROVISION OF EDUCATIONALLY RELATED MENTAL HEALTH SERVICES BETWEEN<br>COUNTY OF ORANGE<br>AND<br>ANAHEIM UNION HIGH SCHOOL DISTRICT<br>JULY 1, 2018 THROUGH JUNE 30, 2019

## DESCRIPTION OF RESIDENTIAL PLACEMENT SERVICES TO BE PERFORMED BY THE COUNTY

Residential Placement Services are defined as supportive assistance to the individual in the assessment, determination of need, and securing adequate and appropriate living arrangements that are needed for the student to receive a free and appropriate public education.
A. Assessment for Residential Placement:

1. Initial Assessment/Re-Assessment Services: This includes clinical analysis of the pertinent history related to the current status of the student's mental, emotional or behavior condition.
2. Annual Assessments: This consists of re-assessments required to re-assess a student to determine eligibility for mental health services under the IDEA and/or to determine the appropriate composition of such services (for students that have Medi-Cal as a health plan only).
3. Assessment Updates: This includes six (6)-month updates for documentation purposes and chart review (for students that have Medi-Cal as a health plan only).
B. Residential Case Management:
4. Placement Search: Locating and securing an appropriate residential treatment center;
5. Placement Admission: Accessing services necessary to secure placement including, but not limited to, assisting school districts to obtain the Interstate Compact for the Placement of Children (ICPC) approval when necessary, including preparation of documentation and coordination with Orange County Social Services Agency, Orange County Probation Department, and school district staff to obtain information and documentation required by the ICPC. By assisting in this manner, the COUNTY, or its individual staff members, in no way intend to become the "sending agency" as defined by the law that governs the ICPC.
6. Residential Case Management Visits: Traveling to sight to provide face-to-face visits with the student three (3) times per year. In addition, visits will include contact with staff, a review of records, and documentation of visit.
7. Placement Discharge: Assisting the client and family to terminate services from the residential treatment facility and transition to a continuity of care as directed by the IEP.

| EXHIBIT C <br> TO AGREEMENT FOR PROVISION OF <br> EDUCATIONALLY RELATED MENTAL HEALTH SERVICES <br> BETWEEN <br> COUNTY OF ORANGE <br> AND <br> ANAHEIM UNION HIGH SCHOOL DISTRICT JULY 1, 2018 THROUGH JUNE 30, 2019 <br> LIST OF HCA/CYBH SERVICE CHIEFS |  |
| :---: | :---: |
| North Region: | Veronica De Fernandez, MFT II <br> 377 E. Chapman Ave., Ste. 110, Placentia, CA 92870 <br> Phone Number: 714-577-5400 <br> Email: vdefernandez@ochca.com |
| West Region: | Phyllis Crane, Ph.D. <br> 14140 Beach Blvd., Ste. 155, Westminster, CA 92683 <br> Phone Number: 714-896-7556 <br> Email: pcrane@ochca.com |
| East Region: | Janice Coniglio, LCSW <br> 1200 N. Main St., Ste. 500, Santa Ana, CA 92701 <br> Phone Number: 714-480-6600 <br> Email: jconiglio@ochca.com |
| South Region: (Costa Mesa) <br> (Laguna Beach) | Victor Cota, DSW <br> 3115 Red Hill Ave., Costa Mesa, CA 92626 <br> Phone Number: 714-850-8408 <br> Email: vcota@ochca.com <br> Linda Rappaport, LCSW <br> 21632 Wesley Dr., Laguna Beach, CA 92651 <br> Phone Number: 949-499-5346 <br> Email: lrappaport@ochca.com |
| HCA/CYBH Educationally Related Mental Health Services Coordinator: | Nathan Lopez, Ph.D. <br> 405 W. $5^{\text {th }}$ Street, Ste. 590, Santa Ana, CA 92701 <br> Phone Number: 714-834-5678 <br> Email: nlopez@ochca.com |



# Orange County Dept. of Education 

200 Kalmus Drive

## ExHilit AA

PO Box 9050<br>Costa Mesa, CA 92628-9050<br>Phone: (714) 966-4057

ANAHEIM UNION HIGH SCHOOL DISTRICT
ATTN: ACCOUNTS PAYABLE
P.O. BOX 3520

501 CRESCENT WAY
ANAHEIM, CA 92803-3520

| ACCT ID: | $V 9400186 \mathrm{PA}$ |
| :---: | :---: |
| invoice number: | 94M10532 |
| DIVISION: | 94SE |
| TERM: | 1819 |
| invoice date: | C0731/18 |
| DUE DATE: | 08/31/18 |
| AMOUNT DUE | \$2,918.12 |


| ftem | Qty | Unit Amt | Ref. $\#$ | Account |  | Description | Amount |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 1 | 1 | 2,918.12 |  | 0150448677 |  | 20.18-19 SPECIAL EDUCATION JPA <br> DUES AT . 10 PER YEAR 2017-18 P2 ADA. <br> If YOU HAVE ANY QUESTIONS, PlEASE CALL PATTY BANUELOS AT (714)966-4365 | 2,918.12 |
|  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |
|  |  |  |  |  |  | INVOICE TOTAL | \$2,918.12 |

Please remit a copy with payment-thank you

Remit to: Orange County Dept. of Education PO Box 9050
Costa Mesa, CA 92628-9050

Accounts Receivable

Account ID V9400186
Account Name ANAHEIM UNION HIGH SCHOOI Invoice Number DIV: TERM: Due Date 08/31/18 Amount Due $\$ 2,918.12$

Amount Paid \$ $\qquad$

# Orange County Special Education Alliance <br> 200 Kalmus Drive Costa Mesa, CA 92628 

July 31, 2018

The Orange County Special Education Alliance ("Alliance") was created by school districts in 2004 as a response to the tremendous encroachment of special education funds on the general fund. In addition, school district legal fees continue to increase with the rise of residential placements and private therapy for children with autism.

The Alliance provides legal support and assistance to districts involved in litigation, as well as professional development training in areas currently effecting Orange County school districts. This year, the Review Committee has recommended district dues for the 2018-2019 school year be set at 0.10 per ADA. This recommendation was approved by district Superintendents at the Alliance Executive Committee on March 23, 2018.

Attached is your invoice for the upcoming year. We appreciate your participation in the Alliance and welcome any involvement with our organization. Please feel free to contact Frank Donavan, Alliance Review Committee Chair at (714) 761-5533, ext. 1055, fdonavan@magnoliasd.org, or any Alliance Review Committee member if you have any questions.

Sincerely,

The Orange County Special Education Alliance Review Committee,
Frank Donavan, Chair, Superintendent, Magnolia School District
Gregg Haulk, Vice Chair, Superintendent, Huntington Beach City School District
Terry Walker, Superintendent, Irvine Unified School District
Brad Mason, Superintendent, Brea-Olinda Unified School District
Gabriela Mafi, Superintendent, Garden Grove Unified School District
Jean Martin, Director, North Orange County SELPA
Amy Lambert, Tustin SELPA
Paul Lavigne, Director, Greater Anaheim SELPA
Justin Shinnefield, Attorney, Atkinson, Andelson, Loya, Ruud and Romo
Jennifer Fant, Attorney, Harbottle Law Group
Cynthia Yount, Attorney, Parker and Covert
Lysa Saltzman, Counsel, Orange County Department of Education
TBD, Chief Business Official

# 2018-19 DUES: Orange County Special Education JPA DUES BASED ON . 10 PER 2017-18 P2 ADA credit 015044-8677 (cc7728) 

ADA Datasource: 2017-18 P2 Report of ADA for Districts In Orange County * Date 5/3/18

|  |  |  | 2017-18 | 2017-18 | 2017-18 |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| DISTRICT | Vendor ID | DUES | P2 ADA | Charter ADA | Net ADA [excl Charters] | AMOUNT |
| Elementary Schools |  |  |  |  |  |  |
| Anaheim City | V94 00182 | 0.10 | 17,276.29 | 231.55 | 17,044.74 | 1,704.47 |
| Buena Park | V94 00492 | 0.10 | 4,438.60 |  | 4,438.60 | 443.86 |
| Centralia | V94 00744 | 0.10 | 4,179.21 |  | 4,179.21 | 417.92 |
| Cypress | V94 01079 | 0.10 | 3,846.06 |  | 3,846.06 | 384.61 |
| Fountain Valley | V94 01384 | 0.10 | 6,197.49 |  | 6,197.49 | 619.75 |
| Fullerton | V94 01519 | 0.10 | 12,908.70 |  | 12,908.70 | 1,290.87 |
| Huntington Beach | V94 04139 | 0.10 | 6,837.70 | 280.53 | 6,557.17 | 655.72 |
| La Habra | - V94 02252 | 0.10 | 4,477.18 |  | - $4,477.18$ | 447.72 |
| Magnolia | V94 02481 | 0.10 | 5,815.44 |  | 5,815.44 | 581.54 |
| Ocean view | V94 02970 | 0.10 | 7,988.10 |  | 7,988.10 | 798.81 |
| Savanna | V94 03656 | 0.10 | 2,186.54 |  | 2,186.54 | 218.65 |
| Westminster | V94 03738 | 0.10 | 9,000.59 |  | 9,000.59 | 900.06 |
|  |  |  | 85,151.90 | 512.08 | 84,639.82 | 8,463.98 |
| High Schools |  |  |  |  |  |  |
| Anaheim Union High | V94 00186 | 0.10 | 29,181.22 |  | 29,181.22 | 2,918.12 |
| Fullerton Joint Union High | V94 01517 | 0.10 | 13,255.09 |  | 13,255.09 | 1,325.51 |
| Huntington Beach Union High | V94 01856 | 0.10 | 15,438.02 |  | 15,438.02 | 1,543.80 |
|  |  |  | 57,874.33 | - | 57,874.33 | 5,787.43 |
| Unified Schools |  |  |  |  |  |  |
| Brea-Olinda | V94 00454 | 0.10 | 5,705.38 |  | 5,705.38 | 570.54 |
| Capistrano | V94 00641 | 0.10 | 51,542.19 | 5,620.32 | 45,921.87 | 4,592.19 |
| Garden Grove | V94 01546 | 0.10 | 41,694.00 |  | 41,694.00 | 4,169.40 |
| Irvine | V94 01937 | 0.10 | 33,628.58 |  | 33,628.58 | 3,362.86 |
| Laguna Beach | V94 04140 | 0.10 | 2,787.69 |  | 2,787.69 | 278.77 |
| Los Alamitons | V94 02397 | 0.10 | 9,544.40 |  | 9,544.40 | 954.44 |
| Newport-Mesa | V94 02888 | 0.10 | 20,282.70 |  | 20,282.70 | 2,028.27 |
| Orange | V94 03049 | 0.10 | 25,719,55 | 994.86 | 24,724.69 | 2,472.47 |
| Placentia-Yorba Linda | V94 03256 | 0.10 | 24,567.24 |  | 24,567.24 | 2,456.72 |
| Saddleback Valley | V94 03516 | 0.10 | 25,257.96 | 999.08 | 24,258.88 | 2,425.89 |
| Santa Ana | V94 03591 | 0.10 | 51,357.81 | 4,610.46 | 46,747.35 | 4,674.74 |
| Tustin | V94 03857 | 0.10 | 23,208.45 |  | 23,208.45 | 2,320.85 |
|  |  |  | 315,295.95 | 12,224.72 | 303,071.23 | 30,307.12 |
| Lowell-Joint | V94 02411 | 0.10 | 3,054.53 |  | 3,054.53 | 305.45 |
|  |  |  | 3,054.53 | - | 3,054.53 | 305.45 |
| Total |  |  | 461,376.71 | 12,736.80 | $448,639.91$ | 44,863.99 |
| Sp ed (do not invoice, to be tranferred) | 015515-5875 | 0.10 | 370.14 |  | 370.14 | 37.01 |
| Access (do not invoice, to be transterred) | 012802-5875 | 0.10 | 5,551.02 | 139.17 | 5,411.85 | 541.19 |
| OCDE |  | 0.10 | 5,921.16 | 139.17 | 5,781.99 | 578.20 |
| Grand Total |  |  | 467,297.87 | 12,875.97 | 454,421.90 | 45,442.19 |

# Memorandum of Understanding Between 

Anaheim Union High School District
And
Fullerton Joint Union High School District
2018-2019

It is hereby agreed by and between the Anaheim Union High School District (hereinafter referred to as the "Provider District") and the Fullerton Joint Union High School District (hereafter referred to as the "Sending District,") and collectively referred to herein as the "Parties," mutually agree as follows:

## 1. Basis of Agreement

Pursuant to the authority established in Education Code Sections 56195, 56195.1, 56195.3 and 56195.5, Provider District may provide for the education of individual pupils in special education programs who reside in other districts or counties. The Provider District operates the Regional and Specialized Programs to provide special education programs and services to individuals with exceptional needs requiring intensive educational services, including a regional deaf and hard of hearing program.

## 2. Term of Agreement

This Agreement is effective for the period beginning August 8, 2018, and ending June 30, 2019.

## 3. Acknowledgment of Special Education Funding Formula

It is acknowledged that, in accordance with Part 30 of the Education Code, Chapter 7.2, Section 56836 et seq., the California State funding formula for special education programs, services and administration generates an entitlement based on the average daily attendance ofpupils in the local education agencies that comprise a Special Education Local Plan Area (SELPA).

## 4. Scope of Program and Referral Process to GASELPA

The Provider District shall conduct special education programs and services for those eligible pupils of the Sending District referred by their Individualized Education Program (IEP) Teams when it is jointly determined by the Sending District and the Provider District that the pupil's educational needs as specified in the pupil's IEP can be appropriately met by the programs and services operated by the Provider District. Prior to offering placement in any Provider District Program, the Sending District shall contact the appropriate Provider District Program Specialist and/or Provider District Director to discuss a possible referral and the appropriateness of the Provider District Program placement. If the referral seems appropriate, the Sending District shall obtain from the parent authorization to release information to the Provider District staff and submit a Provider District referral
packet to the appropriate Provider District Director as well as schedule a visitation with the parent. Provider District referral packets can be obtained by contacting the Provider District Director and/or Program Specialists of the Provider District where the Program is located.

Upon review of the referral packet and site visit by parent, the Provider District Program Specialist and/or representative will coordinate an IEP team meeting for purposes of discussing possible placement in a Provider District Program. Provider District shall maintain and provide special education programs for Sending District pupils during the 2017-2018 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 Districtresources necessary for the implementation of the pupil's IEP shall attend the IEP team meeting. For all other pupils enrolled in a Provider District Program, the Sending District agrees to provide a general education teacher at IEP team meetings unless otherwise waived in writing by pupil's parent in accordance with the IDEA and State law. Subject to approval by the pupil's parents, the general education teacherand/or other IEP team participants may use alternative means of meeting participation, such as video conferences and conference calls.

Progress reports relating to goals and objectives in a pupil's IEP shall be sent by the Provider District to parents per the pupil's IEP schedule for progress reporting and to the Director of Special Education of the Sending District upon request. When requested by Sending District or parent, an updated report shall be provided if there is no current progress report whenever a pupil is scheduled for an IEP review or when pupil's enrollment in Provider District Program is terminated.

## 7. Assessments/Independent Educational Evaluations

In the event a request is made for an Independent Educational Evaluation (IEE), Provider District and/or District Provider school site shall immediately forward such request to the Sending District, in collaboration with the Provider District, shall determine how to respond to the request for an IEE. If the Sending District receives a request for assessment or IEE for a
student referred to or enrolled in a Provider District Program, the Sending District shall immediately notify Provider District of the request and collaborate with Provider District as to how to respond. Provider and/or Sending District may also schedule an IEP team meeting to further discuss the requested IEE or assessment.

The Sending District is responsible for all matters related to the IEE including but not limited to the ultimate decision whether or not to grant the IEE, whether or not to file for a Due Process Hearing or other legal proceeding, and all costs related obtaining and conducting the IEE. The Provider District and Provider District school site are not responsible for any costs or legal preceding such as a Due Process hearing and/or Attorney Fees related to the IEE.

## 8. Pupil Count

A count shall be taken of the number of pupils enrolled in GASELPA's Special Schools Program as of the first day of each calendar month, August through June. A pupil shall be counted as "enrolled" in a Provider District Program on the first day of attendance in the program or fourteen (14) days after the IEP team has met and an approved IEP has been executed for the pupil's educational placement in a Provider District Program, whichever occurs sooner. Pupils continuing in a Provider District Program from the previous school year shall be counted as "enrolled" on the first school day in September unless written notification of withdrawal is received from either the parent or Sending District. If a continuing pupil has not attended school by the eleventh (11th) day of the first school month, Provider District shall notify the Sending District and a determination shall be made regarding continuing enrollment. In the event either Provider District or Sending District are informed that a pupil has been withdrawn by the parent from a Provider District Program, each agency shall immediately notify the other of such withdrawal. Any pupil withdrawn by the parent from a Provider District Program is no longer counted as "enrolled" or considered a continuing pupil for the following school year.

## 9. Definitions

a. "Provider District Programs" are the special education classes and support services operated by Provider District for severely disabled and medically fragile pupils, pupils with low incidence disabilities, pupils with autism spectrum disorders, pupils with emotional disturbances and other eligible pupils.
b. "Special Education Program Income" shall be defined as the sum of all State and Federal funds generated by or on behalf of pupils transferred to regional programs operated by Provider District Programs under this Agreement.
c. "Special Education Program Expenditures" shall include Direct Costs, Direct Support Costs and Indirect Cost of Provider District Programs.
d. "Average Cost Per Pupil" shall refer to the Special Education Program Expenditures attributable to the program less Special Education Program Income divided by the average number of pupils enrolled during the year.
e. "Average Number of Pupils" shall refer to the total of the number of pupils counted on the first school day of each calendar month divided by the number of calendar months in the period specified.
10. Funding

In consideration of the enrollment of pupils in special education programs conducted by Provider District, the Sending District and/or Sending District SELPA transferring pupils to the regional programs operated by Provider District agree to pay the Provider District the costs of services based on the schedule attached hereto as Exhibit A.
a. Special Circumstance Assistant (SCA). The Sending District, as specified in its SELPA's Local Plan, shall be responsible for the full cost of additional personnel required for the benefit of and specified in the IEP for individual pupils who are residents of the Sending District.

## 11. Home Instruction

When a pupil is absent from school for more than ten (10) consecutive school days as a result of a medical condition and is expected to have an extended health related absence, the pupil's IEP team shall review the IEP and determine appropriate educational services. A Sending District representative who is authorized by the Sending District's Director of Special Education to approve or disapprove the allocation of specified Sending District resources necessary for the implementation of the pupil's IEP shall participate in the IEP team meeting when considering a placement for home or hospital instruction. When recommending placement for home or hospital instruction, the IEP team shall consider documentation from the pupil's treating physician indicating the pupil's condition, verifying that the condition prevents the pupil from attending school and providing a projected date for the pupil's return to school. Any inhome instruction, including other related services, shall be provided by the Sending District or as otherwise agreed to by Provider District and the Sending District. In the event the pupil is hospitalized in a facility located outside of the Sending District, it is the Sending District's responsibility to inform the parent that instruction will be provided in accordance with Education Code section 48207 and 48208 . In either circumstance, it may be necessary to exit the pupil from Provider District Program in order for the Sending District to provide the necessary in-home instruction or for the pupil to receive hospital instruction. In the event the Provider District and the Sending District agree that the Provider District will provide in-home or hospital instruction to the pupil, the Provider District shall separately bill the Sending District for such services.

## 12. Transportation

Sending Districts transporting pupils to a Provider District Program shall ensure that buses arrive at the school site with sufficient time to unload students prior to the beginning of the instructional day and to load them at the end of the instructional day. Delays requiring either overtime supervision or causing portions of the instructional program to be missed and subsequently made up may result in charges to the Sending District for additional costs incurred by the Provider District related to such delays.

## 13. Due Process and Complaints

Provider District and Sending District agree to collaborate and fully cooperate in any due process proceeding involving a pupil currently attending or formerly enrolled in a Provider District

Program, including resolution sessions, mediations and hearings, as well as coordinating witness availability and producing documents regarding the pupil.

In the event Provider District is named as the sole LEA in a due process complaint, Provider District and Sending District agree that Sending District, as the pupil's school district of residence, is a necessary party to the due process proceedings.
a. Provider District and Sending District shall also fully participate in the investigation and provision of documentation related to any complaint filed with the State of California, the Office for CivilRights, or any other State and/or federal governmental body or agency.

## 14. Quarterly Billing

The Provider District shall bill the Sending District quarterly invoices based on the estimated costs on Exhibit A.

## 15. Final Accounting

The final invoice will include the appropriate documentation supporting the Provider District expenditures and revenues for the Provider District Program. Final invoice will be sent to the Sending District by October $15^{\text {th }}$ of the following fiscal year.

## 16. Projected Enrollment/Facilities and Staffing Needs

In order to assist the Provider District in planning for both facilities and staffing needs for its programs, each Sending District shall submit to, in writing, on or before February 15 of each year, theprojected number of pupils expected to be transferred to the Provider District programs for special educationand support services in the following school year. Absent a projection, the number of Sending District pupils reported in the current year December 1 Federal Pupil Count shall be used for facilities,staffing and budget planning by the Provider District for the following school year.

## 17. Notices

All notices to be given pursuant to this Agreement, by either party to the other, shall be in writing and (a) delivered in person; (b) deposited in the United States Mail duly certified or registered, return receipt requested with postage prepaid; or (c) sent by Federal Express or other similar overnight delivery service. Notice is deemed to have been duly given and received upon (a) personal delivery; (b) as of the third business day after deposit in the Unities States Mail; or (c) the immediately succeeding business day after deposit with an overnight delivery service. Notices hereunder shall be provided to the following addresses, and such addresses may be changed by providing written notice in accordance with this Section:

## Provider District:

School District:
Anaheim Union High School District
Address:
501 N. Crescent Way
City:
Anaheim, CA 92801

| Attn: | Celeste Krueger |
| :--- | :--- |
| Title: | Director, Special Youth Services |
| Telephone: | $\underline{714-999-3528}$ |
| Fax: | $\underline{714-999-0622}$ |

## Sending District

| School District: | Fullerton Joint Union High School District |
| :--- | :--- |
| Address: | 1051 W. Bastanchury Rd. |
| City: | Fullerton, CA 92833 |
| Attn: | Shelly Garcia |
| Title: | Data Tech - SpEd |
| Telephone: | $\underline{714-870-2849}$ |
| Fax: | $\underline{714-870-2979}$ |

## 18. No Waiver

The failure of the Provider District in any one or more instances to insist upon strict performance of any of the terms of this Agreement or to exercise any option herein conferred shall not be construed as a waiver or relinquishment to any extent of the right to assert or rely upon such terms or option on any future occasion.

## 19. Hold Harmless

To the extent permitted by law, and except for the acts or omissions of employees, agents and officers of the Sending District, Provider District agrees to hold harmless, indemnify and defend the Sending Districtand its governing board, officers, agents and employees from all claims, demands, liabilities, losses, damages, or expenses of any nature whatsoever arising from or connected with the Provider District's performance of services during the term of this Agreement. To the extent permitted by law, and except for the acts or omissions of employees, agents and officers of the Provider District, the Sending District agrees to hold harmless, indemnify and defend Provider District and its governing board, officers, agents and employees from all claims, demands, liabilities, losses, damages, or expenses of any nature whatsoever arising from or connected with the Provider District's performance of services during the term of this Agreement.

## 20. Complete Agreement

This Agreement is the complete Agreement of the Parties. Any amendments hereto shall be in writing and shall be dated and executed by both Parties.

## 21. Applicable Law

This Agreement is governed by California state and federal law, and shall be interpreted as if jointly drafted by the Parties to this Agreement.

## 22. Counterparts

This Agreement may be signed in counterparts. A copy or original of this document with all signature pages appended together shall be deemed a fully executed Agreement. Facsimile signatures shall be deemed as binding as original signatures.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed.

APPROVED BY:
$\frac{\text { Anaheim Union High School District }}{\text { Provider District }}$
By:
Authorized Agent Signature
$\frac{\text { Jaron Fried, Assistant Superintendent }}{\text { Name/Title }}$
10/12/18
Date
Date Approved by Provider
Sender
District Board: $10 / 1 \mathbf{1} / 18$

Fullerton Joint Union High School District Sender District


David Bennett, Director of Business Sv Name/Title

08/08/18
Date
Date Approved by
District Board: 08/07/18

## District Name <br> Regional Program: <br> Annual Summary <br> Period:

## I. Base Revenue Earned

1. Billing Districts Revenue Limit per ADA
2. Total ADA
(ADA from Student Data worksheet)
3. District of Residence Revenue Limit Credit (line $1 \times$ line 2)
II. PL 94-42 Revenue Earned (Local Assistance)
4. Current year PL 94-42 per pupil an $\qquad$ x
\# SH students
(using prior yr Dec pupil
III. Total Revenue
5. Total Base Revenue Earned (section I -line 3)
6. 

(section II - line 1)
\$ $\qquad$
5

$\qquad$


3. Total Program Revenue
IV. Expenditures

1. Total Program Expenditures (from Allowable Costs Worksheet)
V. Program Cost Billing
2. Program Excess Cost
(section IV line 1 minus section III line 3)
3. Total Student Count in Program
(Student Count from Student Data worksheet - not ADA)
4. Total Per Student Costs
(line V1 divided by line V2)
5. Total number of students by district of residence
6. Total XX-XX Regional Program Costs
\$
(line V4 x line V3)
7. Less: Payments Received $\$$
8. Total Invoice
$\$$

Exhibit A

## TRANSPORTATION AGREEMENT

This is to certify that method of transportation during the regular school year 2018-2019:

Parents will provide
 Street, Anaheim, California 92801, and will be reimbursed at the rate of $0.545 \phi$ per mile for a total of 2.2 miles each way, 4.4 miles daily for up to 180 days during 2018-19 school year, not to exceed 180 days beginning August 8, 2018 through May 23, 2019. The maximum amount approved is as follows:
.545 cents per mile $\times 4.4$ mile round trip $=\$ 2.389 \times 180$ days $=\$ 431.64$
Invoicing to the District is required monthly, listing date of transporting student to and from Savanna High School and verified by attendance records.

During the entire term of this agreement, and any extension or modification thereof, Parents shall keep in effect a policy or policies of liability insurance, including coverage on owned and non-owned automobiles, of at least $\$ 100,000.00$ for each person, and $\$ 300,000.00$ for each accident or occurrence for all damages arising out of deaths, bodily injury, sickness or diseases from any one accident of occurrence, and $\$ 25,000.00$ for all damages arising out of injury to or destruction of property for each accident or occurrence. Parents agree to provide a copy of their insurance policy to the District prior to transporting student. Parents agree to indemnify and hold district harmless for any act of family in providing said transportation.

The following persons are authorized to transport "student" from home to Savanna High School: "Parents"

Parent Signature: __Signature on original __D Date:___

Parent Signature: $\qquad$ Date: $\qquad$

Celeste Krueger, Director: $\qquad$ Date: $\qquad$ Special Youth Services

Board Approved: Date

## Instructional Materials Submitted for Display <br> Thursday, October 11, 2018

October 12, 2018-November 8, 2018

| Curriculum | Basic/ <br> Suppl. | Course Name <br> (Number) | Grade | Title | Publisher |
| :--- | :--- | :--- | :---: | :--- | :--- |
| Dual Enrollment | Basic | Elementary Chinese <br> Mandarin 1(\#2057) | 11-12 |  |  |
|  |  |  | New Practical <br> Chinese Reader, <br> Edition 3 | Phoenix Tree <br> Publisher |  |
| English | Suppl. | English 7(\#1330) | 7 |  |  |
|  |  |  |  | Tears of a Tiger | Atheneum Books |
| English | Suppl. | English 8(\#1350) | 8 | Jefferson's Sons: $A$ <br> Founding Father's <br> Secret Children | Penguin Young <br> Readers |


| Instructional Materials Submitted for Adoption Thursday, October 11, 2018 <br> September 14, 2018-October 11, 2018 |  |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: |
| Curriculum | Basic/ Suppl. | Course Name (Number) | Grade | Title | Publisher |
| Dual Enrollment | Basic | Fundamentals of Art (\#2052) | 11-12 | Living With Art, Edition 9 \& 11 | McGraw Hill Higher Education |
| English | Suppl. | English 7 (\#1330) | 7 | A Man Called Ove | Washington Square Press |
| English | Suppl. | English 7 (\#1330) | 7 | Hoot | Random House |
| English | Suppl. | English 7 (\#1330) | 7 | If You Come Softly | Penguin Young Reader |
| English | Suppl. | English 7 (\#1330) | 7 | Locomotion | Penguin Young Reader |
| English | Suppl. | English 7 (\#1330) | 7 | Simon v. The Homo Sapiens Agenda | Harper Collins |
| English | Suppl. | English 7 (\#1330) | 7 | The Skin I'm In | Disney Hyperion |
| Social Science | Basic | U.S. History and Public Health (\#2642) | 11 | Introduction to Health Science Technology, Edition 2 | Cengage Learning |
| Social Science | Basic | World History: Una Perspectiva <br> Latinoamericano HP (\#2622) | 10 | Latinoamerica: <br> Presente y Pasado, Edition 4 | Pearson |


| Curriculum | Basic/ Suppl. | Course Name (Number) | Grade | Title | Publisher |
| :---: | :---: | :---: | :---: | :---: | :---: |
| World Languages | Basic | Mandarin 4 (\#2287) | 10-12 | Zhen Bang! Level 3 | EMC |
| World Languages | Suppl. | $\begin{aligned} & \text { Vietnamese I } \\ & (\# 2330) \\ & \hline \end{aligned}$ | 9-12 | Viet Su Bang Tranh: Dinh Bo Linh va Thap Dao Tuong Quan 5 | TAVIET-LCS |
| World Languages | Suppl. | $\begin{aligned} & \text { Vietnamese I } \\ & (\# 2330) \\ & \hline \end{aligned}$ | 9-12 | Viet Su Bang Tranh: Hai Ba Trung-Ba Trieu 3 | TAVIET-LCS |
| World Languages | Suppl. | $\begin{aligned} & \begin{array}{l} \text { Vietnamese I } \\ (\# 2330) \end{array} \\ & \hline \end{aligned}$ | 9-12 | Viet Su Bang Tranh: Huyen Su Doi Hung 1 | TAVIET-LCS |
| World Languages | Suppl. | Vietnamese I (\#2330) | 9-12 | Viet Su Bang Tranh: Ly Nam De Va Trieu Viet Vuong Ngo Quyen 4 | TAVIET-LCS |
| World Languages | Suppl. | Vietnamese I (\#2330) | 9-12 | Viet Su Bang Tranh: <br> Thuc An Duong Vuong va Nha Trieu 2 | TAVIET-LCS |

## Field Trip Report

1. Cypress High School: FBLA (16 students-8 male, 8 female) Adviser/Lead Chaperone: Don Jay King (male)
Chaperone: Sharon King (female)
To: FBLA Leadership Development Institute at DoubleTree Anaheim, CA
Dates: October 27, 2018 to October 28, 2018
Purpose: Student Career Pathway Development
Expenses: ASB/Club Fundraisers-transportation, accommodations Parent/Student-meals, transportation, accommodations Perkins-registration

Number of school days missed for this trip: 0
Number of school days missed previously: 0
Total number of days missed by this group: 0
2. Katella High School: PUENTE (27 students-11 male, 16 female)

Adviser/Lead Chaperone: Lacie Mounger (female)
Chaperones: Danielle Reyes (female), Jamey Flynn (female), Matthew Majewski (male), and Isaac Sanchez (male)

To: $\quad$ Northern California Universities
Dates: November 7, 2018 to November 9, 2018
Purpose: Students will tour Northern California Universities and connect with admissions representatives
Expenses: ASB/Club Fundraisers-meals, accommodations
Site Funds-transportation, substitutes
Number of school days missed for this trip: 3
Number of school days missed previously: 0
Total number of days missed by this group: 3
3. Loara High School: Auto Team (5 male students)

Adviser/Lead Chaperone: Christopher Gardner (male)
To: Las Vegas, NV
Dates: $\quad$ October 28, 2018 to November 2, 2018
Purpose: 2018 Hot Rodders of Tomorrow Dual National Championship
Expenses: ASB/Club Fundraisers-meals, transportation
Hot Rodders/ROP-registration, accommodations, substitutes
Number of school days missed for this trip: 5
Number of school days missed previously: 0
Total number of days missed by this group: 5
4. RATIFICATION: Magnolia High School: Friday Night Live (FNL)/TUPE (6 students-2 male, 4 female)
Adviser/Lead Chaperone: Cynthia Ting (female)
Chaperones: Elva S. Serna (female) and Jorge Ramirez Garcia (male)
To: $\quad$ Santa Clara Marriott, Santa Clara, CA
Dates: October 5, 2018 to October 7, 2018
Purpose: California FNL Youth Leadership Conference. Students will be presenting a workshop on media literacy on e-cigarettes
Expenses: ASB/Club Fundraisers-transportation, meals, accommodations Parent/Student-transportation, meals, accommodations Outside Source-registration, transportation, accommodations

Number of school days missed for this trip: 0
Number of school days missed previously: 0
Total number of days missed by this group: 0
5. Magnolia High School: FBLA (12 students-4 male, 8 female)

Adviser/Lead Chaperone: Esther Noh (female)
Chaperones: Virginia Kim (female) and Michael B. Gasinski (male)
To: FBLA Leadership Development Institute at DoubleTree Anaheim, CA
Dates: October 27, 2018 to October 28, 2018
Purpose: Student Career Pathway Development
Expenses: ASB/Club Fundraisers-transportation, accommodations Parent/Student-meals, transportation, accommodations Perkins-registration

Number of school days missed for this trip: 0
Number of school days missed previously: 0
Total number of days missed by this group: 0
6. Oxford Academy: Forestry ( 10 students-1 male, 9 female)

Adviser/Lead Chaperone: Robert Nguyen (male)
Chaperones: Shirley Tran (female), Angela Metcalf (female), and Debra Lujan (female)
To: $\quad$ Green Valley Lake, CA
Dates: $\quad$ November 7, 2018 to November 10, 2018
Purpose: Forestry Challenge/Stem Competition
Expenses: Parent/Student-registration, meals, transportation, accommodations, substitutes

Number of school days missed for this trip: 3
Number of school days missed previously: 0
Total number of days missed by this group: 3

## 2018-19 Quarterly Report

 Williams Legislation Uniform ComplaintsDistrict: Anaheim Union High School District
District Contact: ${ }^{\text {Brad Jackson }}$
Title:
Assistant Superintendent, Human Resources

区 Quarter \#1 July 1 - September 30,2018Quarter \#2 October 1 - December 31, 2018Quarter \#3 January 1 - March 31, 2019
April 1 - June 30, 2019

Report due by October 26, 2018
Report due by January 25, 2019
Report due by April 26, 2019
Report due by July 26, 2019

## Check the box that applies:

区 No complaints were filed with any school in the district during the quarter indicated above.
Complaints were filed with schools in the district during the quarter indicated above. The following chart summarizes the nature and resolution of the complaints.

| Type of Complaint | Total \# ofComplaints |  | \# Unresolved |
| :---: | :---: | :---: | :---: |
| Textbooks and Instructional Materials | 0 |  |  |
| Teacher Vacancies or Misassignments | 0 |  |  |
| Facility Conditions | 0 |  |  |
| TOTALS | 0 |  |  |

Name of Superintendent: Michael B. Matsuda
Signature of Superintendent: $\qquad$ Date: $\qquad$

## Please submit to:

## Alicia Gonzalez

Senior Administrative Assistant
200 Kalmus Drive, B-1009
P.O. Box 9050, Costa Mesa, CA 92628-9050

## 1. Resignations/Retirements, effective as noted:

Okamoto, David Resignation 9/21/18

## 2. Leaves of Absence:

Kwak, Aeri, under the provisions of Family Medical Leave Act/California Family Rights Act without pay and with health benefits from $8 / 20 / 18$ through the end of the working day on 11/9/18.

Kwak, Aeri, for child care, without pay and without health benefits from 11/13/18 through the end of the working day on $2 / 27 / 19$.

## 3. Employment:

A. Teacher(s)/Probationary:

| Parra, Cinthia | $8 / 6 / 18$ |
| :--- | :--- |
| Rountree, Megan | $8 / 6 / 18$ |


| Column |  |
| :---: | :---: |
| 2 |  |
| 1 |  |
| 1 |  |

B. Teacher(s)/Temporary:

|  |  | Column | Step |
| :---: | :---: | :---: | :---: |
| Bezich, Michele | 8/13/18 | 3 | - |
| Chuang, Jessica | 9/17/18 | 1 | 1 |
| Jojola, John | 9/12/18 | 1 | 1 |
| Sherman, Jacob | 9/27/18 | 1 | 1 |
| Taylor, Brett | 10/2/18 | 1 | 1 |
| Van Vooren, Melissa | 9/17/18 | 3 | 1 |

C. Day-to-Day Substitute Teacher(s) with authorization to teach in subject areas where they have adequate preparation, effective as noted:

| Anderson, Neil | $9 / 10 / 18$ |
| :--- | ---: |
| Bream, Bert | $10 / 1 / 18$ |
| Dermody, Jennifer | $9 / 10 / 18$ |
| Estrada, Natalie | $9 / 17 / 18$ |
| Fry, Caralyn | $9 / 11 / 18$ |
| Green, Annette | $9 / 18 / 18$ |
| Hayward, Shanda | $8 / 27 / 18$ |
| Herrera Mencos, Ivan | $9 / 12 / 18$ |
| Ibe, Chukwueloka | $9 / 26 / 18$ |
| Irizarry, Paul | $9 / 27 / 18$ |
| Lewis, Ian | $9 / 17 / 18$ |
| Mackay, Matt | $9 / 24 / 18$ |
| Marchant-Bouska, Brittany | $9 / 13 / 18$ |
| Matthews, Kristen | $10 / 1 / 18$ |
| McQueen, Elena | $9 / 10 / 18$ |
| Medina, Valeria | $8 / 31 / 18$ |
| Montgomery, Brooke | $9 / 19 / 18$ |
| Nguyen, Christy | $8 / 29 / 18$ |
| Ramirez, Luis | $9 / 4 / 18$ |
| Reyes, Angelica | $9 / 26 / 18$ |

# Human Resources Division, Certificated Personnel 

Board of Trustees
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October 11, 2018

| Sanchez, Crystal | $9 / 19 / 18$ |
| :--- | :--- |
| Schoeffler, Nicole | $9 / 11 / 18$ |
| Sherman, Jacob | $9 / 18 / 18$ |
| Taguchi, Tomoko | $8 / 10 / 18$ |
| Taylor, Kristen | $10 / 1 / 18$ |
| Webber, Joseph | $9 / 11 / 18$ |

D. Day-to-Day Substitute Counselor(s), effective as noted:

| Marchant-Bouska, Brittany | $9 / 13 / 18$ |
| :--- | :--- |
| Taguchi, Tomoko | $9 / 13 / 18$ |

E. Social Worker(s)/Temporary:

|  |  | Column | Step |
| :--- | ---: | :---: | :---: |
| Da Silva, Darlene | $10 / 3 / 18$ | 3 | 1 |
| Gaytan, Vanessa | $10 / 15 / 18$ | 3 | 1 |
| Lopez, Jacqueline | $9 / 24 / 18$ | 3 | 1 |
| Najera, Emmanuel | $9 / 25 / 18$ | 2 | 1 |
| Nguyen-Huynh, Monique | $10 / 1 / 18$ | 3 | 1 |

F. Psychologist Intern(s), to be paid $\$ 54$ per day, effective as noted:

Farias-Herrera, Francisco 8/17/18
G. Administrator Substitute, on an if and as needed basis, at the noted authorized slalary per day, effective as noted:

| Hoshi, Ron | $\$ 599$ | $8 / 8 / 18$ |
| :--- | :--- | :--- |
| Quadrelli-Jones, Cheryl | $\$ 634$ | $9 / 27 / 18$ |

H. Temporary Contract Junior ROTC Teachers, granted one-year contract for 2018-19 with pay per military contract, holding a Preliminary Designated Subjects Credential for ROTC and a Certificate of Completion of Staff Development Waiver to fulfill California Education Code 44253.1, effective as noted:

Truby Jr., Richard $\quad 8 / 23 / 18 \quad \$ 6,311.49 \quad$ Anaheim High School
I. Administrator Salary Placements, effective as noted:
Anderson, David $\quad 8 / 20 / 18 \quad \frac{\text { Range }}{22} \quad \frac{\text { Step }}{1}$

Interim Assistant Principal, Senior High
Bean, Amanda $\quad 8 / 20 / 18 \quad 5$
Interim Program Administrator I

| Maya, Amie <br> Coordinator | $9 / 24 / 18$ | 25 | 1 |
| :--- | :--- | :--- | :--- |
| Ray, Rita <br> Director (Certificated) | $9 / 17 / 18$ | 35 | 4 |

# Human Resources Division, Certificated Personnel 

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October 11, 2018

## 4. Extra Service Compensation:

A. Additional Salary, for an extra period of coverage to be paid tenthly and based on the individual's salary for 2018-19, effective as noted: (General Funds)

| Arellano, Jaime | $8 / 8 / 18$ |
| :--- | ---: |
| Belski, Brian | $8 / 6 / 18$ |
| Binder, Jonathan | $8 / 27 / 18$ |
| Buchanan, Rene | $8 / 20 / 18$ |
| Esperanza, Cori | $8 / 8 / 18$ |
| Espinoza, Carrie | $8 / 6 / 18$ |
| Frank, Carolyn | $8 / 27 / 18$ |
| Garcia, Liliana | $8 / 8 / 18$ |
| Groover, Shanon | $8 / 6 / 18$ |
| Heath, Travis | $8 / 8 / 18$ |
| Hemingway, Rob | $9 / 5 / 18$ |
| Holt, Matilde | $8 / 6 / 18$ |
| Hormuth, Lisa | $8 / 20 / 18$ |
| Kim, David | $8 / 6 / 18$ |
| Lee, Maryanna | $8 / 8 / 18$ |
| McNiel, Shannon | $9 / 4 / 18$ |
| Meza, Susanna | $8 / 8 / 18$ |
| Pontius, Jamie | $8 / 6 / 18$ |
| Ramirez, Alejandro | $8 / 27 / 18$ |
| Ramirez, Oscar | $8 / 8 / 18$ |
| Reall, Julieanne | $8 / 10 / 18$ |
| Ruelas, Ryan | $8 / 27 / 18$ |

B. Bilingual Authorization Stipend, to be paid to the following individual(s) for an earned Bilingual Cross-cultural Language and Academic Development (BCLAD) or equivalent certification, effective as noted:

Iniguez, Luis 8/6/18
C. Project READ Stipend, for the following teacher(s), for their participation in Project READ, to be paid in an amount not to exceed $\$ 1,200$. (Project READ Funds)

Sesky, Jeanne
D. Additional Course Preparation Stipend, to be paid to the following individual(s), for each additional course preparation assigned, effective as noted:

| Barrios-Garcia, Lizzette | $8 / 6 / 18$ | 2 additional course preps |
| :--- | :--- | :--- |
| Chavez, Joe | $8 / 6 / 18$ | 1 additional course prep |
| Lee, Maryann | $8 / 6 / 18$ | 1 additional course prep |
| Orozco, Connie | $8 / 6 / 18$ | 1 additional course prep |
| Pineda-Garcia, Juvenal | $8 / 6 / 18$ | 1 additional course prep |
| Preciado, Bruno | $8 / 6 / 18$ | 1 additional course prep |

E. Additional Work Days, for the 2018-19 school year, for the following temporary certificated coordinator, with 25 additional days, at their per diem rate of pay. (TUPE Funds)

Vicky Azevedo District TUPE Coordinator
F. AUHSD Tobacco Use Prevention Education Program Stipend, to be paid for the 2018-19 school year to the following individuals as noted: (AUHSD Tobacco Use Prevention Education Grant Funds)

| Armijo, Valerie | $\$ 2,000$ |
| :--- | ---: |
| Aquino, Nicole | $\$ 2,000$ |
| Banales, Catarina | $\$ 1,000$ |
| Bauerle, Kim | $\$ 2,000$ |
| Chaldu, Chayne | $\$ 2,000$ |
| Dunham, Anita (AJ) | $\$ 2,000$ |
| Figueroa, Ana | $\$ 1,000$ |
| Flores, Jaime | $\$ 2,000$ |
| Flores, Robert | $\$ 2,000$ |
| Frank, Carolyn | $\$ 1,000$ |
| Gangnath, Erika | $\$ 1,000$ |
| Glabb, Andrea | $\$ 1,000$ |
| Glenn, Mark | $\$ 2,000$ |
| Hickman, Karen | $\$ 2,000$ |
| Hormuth, Lisa | $\$ 2,000$ |
| Kliem, Erin | $\$ 1,000$ |
| Lind, Augusta | $\$ 2,000$ |
| Loth, Sandra | $\$ 1,000$ |
| Malmborg, Debra | $\$ 2,000$ |
| Mitchell, Kiandra | $\$ 2,000$ |
| Pontius, Jamie | $\$ 1,000$ |
| Serna, Margo | $\$ 1,000$ |
| Somers, Allison | $\$ 1,000$ |
| Viramontes, Juan | $\$ 2,000$ |

5. Change of contract for the following personnel who have completed the additional units and/or years of experience to advance on the salary schedule, effective as noted:

Atkinson, Dorothy
Bezich, Michele
Dyvig-Finger, Abbigail
Malotte, Emily
McNiel, Shannon
Najera, Emmanuel
Peñaloza, Fernando
Rose, Gene
White, Michael
Van Vooren, Melissa

| From |  |  | To |  |
| :---: | :---: | :---: | :---: | :---: |
| 3 | 1 |  | 3 | 2 |
| 3 | 6 |  | 3 | 7 |
| 1 | 1 |  | 3 | 1 |
| 1 | 2 |  | 2 | 2 |
| 3 | 2 |  | 3 | 7 |
| 2 | 1 | 3 | 1 |  |
| 3 | 4 | 4 | 4 |  |
| 4 | 3 | 4 | 4 |  |
| 1 | 8 | 2 | 8 |  |
| 3 | 1 | 3 | 5 |  |

> Effective
> $8 / 6 / 18$
> $8 / 10 / 18$
> $8 / 31 / 18$
> $8 / 6 / 18$
> $8 / 10 / 18$
> $9 / 25 / 18$
> $1 / 7 / 19$
> $8 / 8 / 18$
> $8 / 6 / 18$
> $9 / 17 / 18$
6. Volunteer Employee Aides, with coverage by Workers' Compensation Insurance, effective as noted:

|  |  |
| :--- | ---: |
| Acosta, Guadalupe | $9 / 19 / 18$ |
| Aguirre, Kandice | $9 / 25 / 18$ |
| Alcantar, Javier | $9 / 26 / 18$ |
| Amundson, Stephen | $9 / 20 / 18$ |
| Angulo-Lopez, Guillermo | $9 / 6 / 18$ |
| Andrei, Anica | $9 / 26 / 18$ |
| Avila, Richard | $9 / 24 / 18$ |
| Blazek, Amber | $9 / 24 / 18$ |
| Bounacdary, Laylah | $9 / 25 / 18$ |
| Bowman, Jill | $9 / 13 / 18$ |
| Brunomendoza, Isela | $9 / 21 / 18$ |
| Calderonalonzo, Ana | $9 / 13 / 18$ |
| Campusano, Desire | $9 / 14 / 18$ |
| Cardreon, Rasia | $9 / 26 / 18$ |
| Carrillo, Rosaeio | $9 / 6 / 18$ |
| Castilloresendiz, Maria | $8 / 30 / 18$ |
| Choi, Janet | $9 / 11 / 18$ |
| Compton, Tina | $9 / 11 / 18$ |
| Dominguez, Vanessa | $9 / 5 / 18$ |
| Estrada, Cindy | $9 / 13 / 18$ |
| Evink, Mindy | $9 / 7 / 18$ |

Francomalagon, Veronica $9 / 11 / 18$
Garcia, Tanya
Garciasantiago, Alexis
Gorospe, Jennifer
Guzman, Jonathan
Hanches, Fotinia
Hernandez, Alyssa
Herrera, Elizabeth
Hidalgo, Vanessa
Hofmann, Kristina
Jankovich, Gina
9/4/18
9/10/18
9/11/18
9/19/18
9/11/18
9/12/18
9/21/18
9/5/18
9/21/18
9/14/18
Johnson, Tiara 9/18/18
Kim, Alicia
Konishi, Barbara
9/4/18
9/14/18
Lan, Melita
9/12/18
Linan, Mary
9/26/18
Linan, Roger
9/26/18
Lira, Jeaneth
9/13/18
Lloren, Jorge
Lloren, Pinky
Machin, Nelson
9/28/18
9/13/18
9/17/18
9/20/18

|  |  |
| :--- | ---: |
| Martinezcastro, Veronica | $9 / 28 / 18$ |
| McMurray, Naomi | $9 / 12 / 18$ |
| Meek, Amanda | $9 / 22 / 18$ |
| Meza, Giselle | $9 / 10 / 18$ |
| Moscoso, Claudia | $9 / 12 / 18$ |
| Najera, Maria | $9 / 14 / 18$ |
| Ngoharris, Vickie | $9 / 12 / 18$ |
| Nguyen, Marie | $9 / 17 / 18$ |
| Nguyen, Tammy | $9 / 19 / 18$ |
| Orr, John | $9 / 18 / 18$ |
| Owens, Angeles | $9 / 25 / 18$ |
| Park, Christine | $9 / 19 / 18$ |
| Patel, Bhavnaben | $9 / 24 / 18$ |
| Perez, Deanna | $9 / 13 / 18$ |
| Perez, Garrett | $9 / 25 / 18$ |
| Perez, Genesis | $9 / 13 / 18$ |
| Phan, Kitty | $9 / 5 / 18$ |
| Pruit, Kimberly | $9 / 15 / 18$ |
| Recendez, Grace | $9 / 29 / 18$ |
| Ramirez, Carolina | $9 / 11 / 18$ |
| Rodriguez, Nathan | $9 / 11 / 18$ |
| Romo, Jessica | $9 / 5 / 18$ |
| Ruiz, Andrea | $9 / 17 / 18$ |
| Sandoval, Anthony | $9 / 21 / 18$ |
| Santos, Brenda | $9 / 26 / 18$ |
| Sato, Julie | $9 / 21 / 18$ |
| Schroeder, Frederick | $9 / 27 / 18$ |
| Shin, Ju Eun | $9 / 10 / 18$ |
| Sims, Savannah | $9 / 25 / 18$ |
| Swails, Bernadette | $9 / 10 / 18$ |
| Tabata, Kelly | $9 / 10 / 18$ |
| Tiedtke, Kurt | $9 / 19 / 18$ |
| Tiedtke, Linda | $9 / 19 / 18$ |
| Tran, Kathy | $9 / 6 / 18$ |
| Vargas, Joseph | $9 / 24 / 18$ |
| Vedder, Cynthia | $9 / 4 / 18$ |
| Villanueva, Patricia | $9 / 12 / 18$ |
| Vu, Chi | $9 / 19 / / 18$ |
| Waldman, Linda | $9 / 28 / 18$ |
| Waldman, Mark | $9 / 28 / 18$ |
| Yang, Michelle | $9 / 5 / 18$ |
| Zapata, Dennis | $9 / 25 / 18$ |
| Zaragoza, Marialexia | $9 / 17 / 18$ |
|  |  |
|  |  |

7. Extra Service Assignments, employment effective as noted: Classified:

## Anaheim

Aguilar, Jesse
Football
Reese, David
Football
Ball
Licon, Gerhard
Volleyball
Cypress
Barone, Kristin
Soccer, Asst./Lower Level
Castillo, Jennica
Basketball, Asst./Lower Level
Castillo, Joanne
Basketball, Asst./Lower Level
Cobos Jr., Michael
Cheer, Assistant
Cobos Jr., Michael
Cheer, Assistant
Griffiths, Alexandra
Volleyball
Laurel, Joshua
Volleyball, Asst./Lower Level
Lightle, Victor
Soccer
Mauldin, Adam
Wrestling, Asst./Lower Level
Mitchell, Derek
Basketball
Norris, Darin
Wrestling
Orellana, Jeffrey
Soccer, Asst./Lower Level

| Salary | Term | Effective |
| :--- | :--- | ---: |
| $\$ 3,383$ | Season | $8 / 6 / 18$ |
|  |  |  |
| $\$ 3,607$ | Season | $8 / 6 / 18$ |

$\$ 2,511 \quad 1^{\text {st }}$ Quarter $\quad 8 / 6 / 18$
$\$ 3,053$ Season 8/6/18
\$3,383 Season 8/6/18
\$3,383 Season 8/6/18
$\$ 1,255.50 \quad 1^{\text {st }}$ Semester $\quad 8 / 16 / 18$
$\$ 1,255.50 \quad 2^{\text {nd }}$ Semester $\quad 1 / 7 / 19$
\$3,752 Season 9/10/18
$\$ 3,053 \quad$ Season $9 / 10 / 18$
\$3,383 Season 8/6/18
$\$ 3,383$ Season 8/6/18
$\$ 4,239$
Season
8/6/18
\$4,239
Season
8/6/18
\$3,053
Season
9/12/18

Board of Trustees
October 11, 2018

| Phillips, Carlisha <br> Basketball, Asst./Lower Level | $\$ 3,383$ | Season | $8 / 6 / 18$ |
| :--- | :--- | :--- | :--- |
| Poole, Ryan <br> Water Polo, Asst./Lower Level | $\$ 3,053$ | Season | $8 / 6 / 18$ |
| Swinford, Brandon <br> Wrestling, Asst./Lower Level | $\$ 3,383$ | Season | $9 / 21 / 18$ |
| Takimoto, Curtis <br> Basketball, Asst./Lower Level | $\$ 3,383$ | Season | $8 / 6 / 18$ |
| Katella |  |  |  |
| Hurley, Dustin <br> Football | $\$ 3,383$ | Season | $8 / 6 / 18$ |
| Marroquin, Angel <br> Football, Assistant | $\$ 3,607$ | Season | $8 / 6 / 18$ |
| Ramirez, Dubhe <br> Football, Assistant | $\$ 3,607$ | Season | $8 / 7 / 18$ |
| Vargas, Giajaida <br> Volleyball, Asst./Lower Level | $\$ 3,053$ | Season | $8 / 15 / 18$ |
| Kennedy | $\$ 1,605$ | $1^{\text {st }}$ Semester | $8 / 8 / 18$ |
| Brambila, Hector |  |  |  |
| Band |  |  |  |

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| Cook, Kla Drill Team | \$2,748.50 | $1{ }^{\text {st }}$ Semester | 8/8/18 |
| :---: | :---: | :---: | :---: |
| Robinson, Cory Color Guard | \$2,748.50 | $1^{\text {st }}$ Semester | 8/8/18 |
| Rojas, Anibal Volleyball, Assistant | \$3,053 | Season | 8/6/18 |
| Magnolia <br> Lopez, Michelle Song | \$5,016 | $1^{\text {st }}$ Semester | 8/8/18 |
| Nguyen, Dianna Volleyball, Assistant | \$3,053 | Season | 8/8/18 |
| Thoreson, Phillip Band, Assistant | \$3,210 | $1{ }^{\text {st }}$ Semester | 8/15/18 |
| Oxford <br> Christensen, Joshua Cross Country | \$3,383 | Season | 8/6/18 |
| Polk, W Cross Country | \$3,383 | Season | 8/6/18 |
| Puckett, Kellen Basketball, Assistant | \$3,383 | Season | 10/29/18 |
| South <br> West, Janae <br> Vocal Music | \$2,248 | $1^{\text {st }}$ Semester | 8/8/18 |
| Sycamore <br> Hendrickson, Eric Accompanist | \$1,264 | $1^{\text {st }}$ Semester | 8/8/18 |
| Western <br> Awoyele, Anthony <br> Cross Country, Asst./Lower Level | \$3,053 | Season | 8/6/18 |
| Choi, Samuel Football, Assistant | \$3,607 | Season | 8/6/18 |
| Clark, George Cross Country | \$3,383 | Season | 8/6/18 |
| Conway II, Joseph Football | \$3,607 | Season | 8/6/18 |
| Kahssay, Munir Cross Country | \$3,383 | Season | 8/8/18 |

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| Mikels, Lynsey | $\$ 830.50$ | $1^{\text {st }}$ Semester | $9 / 7 / 18$ |
| :--- | :--- | :--- | ---: |
| Accompanist | $\$ 3,383$ | Season | $10 / 29 / 18$ |
| Neeper, John <br> Soccer | $\$ 3,053$ | Season | $8 / 6 / 18$ |
| St. Lawrence, Marcus <br> Cross Country, Asst./Lower Level | $\$ 3,053$ | Season | $10 / 29 / 18$ |
| Wright, Sean  <br> Soccer, Asst./Lower Level $\$ 3,053$ | Season | $8 / 6 / 18$ |  |
| Wright, Sean <br> Water Polo, Asst./Lower Level |  |  |  |

1. Retirements/Resignations/Terminations, effective as noted:

## Location:

Dale Jr. High School

## Effective

09/20/2018
Aleman, Gabriel
Instructional Assistant -
Specialized Academic Instruction
Dicono-McClenny, Luz
Family and Community Engagement Specialist
Dumas, Willie
Information Systems Specialist I
Gonzalez, Maricela
Food Service Assistant I
Villamar, Gabriela
Food Service Assistant I
Ball Jr. High School 09/06/2018

Education \& Information
09/07/2018
Technology Department
South Jr. High School 09/18/2018

Lexington Jr. High School
09/28/2018
2. Employees Transitioning from Classified to Certificated Positions:

Jojola, John Loara High School 09/11/2018
Instructional Assistant - Behavioral Support
3. Leaves of Absence:

Gamboa, Adriana, for education without pay and without health benefits from 9/4/18 through the end of the working day on 12/21/18.
4. Employment, effective as noted:

## Permanent Employees:

Alvarado, Javier
Auditorium Operations Technician
(Reemployment)
Bautista, Rocio
51/01
09/10/2018
Instructional Assistant - Adult Transition
Brailsford, Shawntel
51/01
09/24/2018
Instructional Assistant - Behavioral Support
Chaires, Humberto
48/01
09/24/2018
Custodian
Farley, Victoria
43/05
09/05/2018

| Garibaldi-Olivas, Francisca Food Service Assistant I | 41/01 | 09/13/2018 |
| :---: | :---: | :---: |
| Gogue, Jeffrey | 51/01 | 09/10/2018 |
| Instructional Assistant - Adult Transition |  |  |
| Mageno, Mayra | 43/01 | 09/24/2018 |
| Instructional Assistant Specialized Academic Instruction |  |  |
|  |  |  |
| Moran, Elvia | 41/01 | 10/01/2018 |
| Food Service Assistant I |  |  |
| Promotions: |  |  |
| Ruz, Sylvia | 53/04 | 09/18/2018 |
| Secretary - Attendance (Bilingual) |  |  |
| Wicks, Myrna | 56/07 | 09/24/2018 |
| Family and Community Engagement Specialist |  |  |
| Reclassifications: |  |  |
| Lopez, Alexander | 05/07 | 09/12/2018 |
| Food Production Center Manager |  |  |
| Substitute Employees: |  |  |
| Alam, Amena | 41/01 | 08/27/2018 |
| Substitute Food Service Assistant I |  |  |
| Avina-Manzano, Carlos | \$14.53/Hr. | 09/24/2018 |
| AVID Tutor |  |  |
| Baez, Joseph | 51/01 | 07/01/2018 |
| Substitute Secretary |  |  |
| Baez, Joseph | 53/01 | 07/01/2018 |
| Substitute Secretary - Bilingual |  |  |
| Baltazar, Victor | \$14.53/Hr. | 09/06/2018 |
| District Intern |  |  |
| Burdick, Brandon | 41/01 | 09/27/2018 |
| Substitute Campus Safety Aide |  |  |
| Cai, Meilian | 41/01 | 08/27/2018 |
| Substitute Food Service Assistant I |  |  |
| Cobian, Brianna AVID Tutor | \$14.53/Hr. | 08/20/2018 |


| Cortes-Hernandez, Arturo | 43/01 | 09/21/2018 |
| :---: | :---: | :---: |
| Instructional Assistant - |  |  |
| Specialized Academic Instruction |  |  |
| Diaz, Ivette | 51/01 | 09/21/2018 |
| Substitute Instructional Assistant - |  |  |
| Behavioral Support |  |  |
| Diaz, Ivette | 43/01 | 09/21/2018 |
| Substitute Instructional Assistant - |  |  |
| Specialized Academic Instruction |  |  |
| Duran, Nohemi | 43/01 | 09/12/2018 |
| Substitute Public Information Assistant |  |  |
| Gonzalez-Munoz, Evelyn | \$14.53/Hr. | 09/27/2018 |
| District Intern |  |  |
| Gonzalez-Vazquez, Araceli | 41/01 | 09/04/2018 |
| Substitute Food Service Assistant I |  |  |
| Gooding, Kimberly | 51/01 | 09/20/2018 |
| Substitute Instructional Assistant - |  |  |
| Adult Transition |  |  |
| Gooding, Kimberly | 51/01 | 09/20/2018 |
| Substitute Instructional Assistant - $\quad$ - |  |  |
| Behavioral Support |  |  |
| Gooding, Kimberly | 51/01 | 09/20/2018 |
| Substitute Instructional Assistant - |  |  |
| Special Abilities |  |  |
| Gooding, Kimberly | 43/01 | 09/20/2018 |
| Substitute Instructional Assistant - |  |  |
| Specialized Academic Instruction |  |  |
| Hernandez De Leon, Gerardo | 48/01 | 09/18/2018 |
| Substitute Custodian |  |  |
| Kim, Annie | \$14.53/Hr. | 08/31/2018 |
| AVID Tutor |  |  |
| Lal, Subha | 51/01 | 09/12/2018 |
| Substitute Instructional Assistant - |  |  |
| Lal, Subha | 43/01 | 09/12/2018 |
| Substitute Instructional Assistant Specialized Academic Instruction |  |  |

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| Lopez, Alexander AVID Tutor | \$14.53/Hr. | 08/29/2018 |
| :---: | :---: | :---: |
| Lopez, Anthony Babysitter | 43/01 | 08/21/2018 |
| Lucero, Isidro <br> Substitute Campus Safety Aide | 41/01 | 09/18/2018 |
| Martinez, Ariana <br> Substitute Instructional Assistant - <br> Adult Transition | 51/01 | 09/25/2018 |
| Martinez, Ariana <br> Substitute Instructional Assistant - <br> Behavioral Support | 51/01 | 09/25/2018 |
| Martinez, Ariana <br> Substitute Instructional Assistant - <br> Special Abilities | 51/01 | 09/25/2018 |
| Martinez, Ariana Substitute Instructional Assistant Specialized Academic Instruction | 43/01 | 09/25/2018 |
| Michel, Affernie AVID Tutor | \$14.53/Hr. | 09/11/2018 |
| Mohamed, Aysah <br> Substitute Food Service Assistant I | 41/01 | 09/06/2018 |
| Moorcroft, Leona <br> Substitute Instructional Assistant - <br> Adult Transition | 51/01 | 09/13/2018 |
| Moorcroft, Leona <br> Substitute Instructional Assistant - <br> Behavioral Support | 51/01 | 09/13/2018 |
| Moorcroft, Leona <br> Substitute Instructional Assistant Special Abilities | 51/01 | 09/13/2018 |
| Moorcroft, Leona Substitute Instructional Assistant Specialized Academic Instruction | 43/01 | 09/13/2018 |
| Moran, Elvia Substitute Food Service Assistant I | 41/01 | 09/14/2018 |
| Ngo, Ryan AVID Tutor | \$14.53/Hr. | 08/24/2018 |


| Orozco, Daisy | 59/01 | 08/27/2018 |
| :---: | :---: | :---: |
| Substitute Sr. Administrative Assistant |  |  |
| Parades, Ixtzel | \$14.53/Hr. | 09/06/2018 |
| AVID Tutor |  |  |
| Rivera, Ray | \$14.53/Hr. | 09/11/2018 |
| AVID Tutor |  |  |
| Vela, Amanda | \$11.00/Hr. | 09/18/2018 |
| ASB Extra Duty Specialist |  |  |
| Velazco-Perez, Evangelina | \$14.53/Hr. | 09/21/2018 |
| AVID Tutor |  |  |
| Zuniga, Cynthia | 51/01 | 10/01/2018 |
| Substitute Instructional Assistant - |  |  |
| Adult Transition |  |  |
| Zuniga, Cynthia | 51/01 | 10/01/2018 |
| Substitute Instructional Assistant - |  |  |
| Behavioral Support |  |  |
| Zuniga, Cynthia | 51/01 | 10/01/2018 |
| Substitute Instructional Assistant - |  |  |
| Special Abilities |  |  |
| Zuniga, Cynthia | 43/01 | 10/01/2018 |
| Substitute Instructional Assistant - |  |  |
| Specialized Academic Instruction |  |  |
| Workability, current minimum wag (Workability Grant Funds) | end of \$256 | oted: |

## Effective

Alam, Mohammed
09/18/2018
Avila, Mauricio
09/14/2018
Barner, Nicholas
Barrera, Raymond
09/07/2018
Chavez, Andrew
09/27/2018
Conde, Gabriel
Diaz, Emanuel
Elias, Karen
Garces, Reese
Garcia, Loreen
Guillen, Ryann
Herrera, Angelito
Horwitz, Rylee
Kim, Caroline
Kiuftis, Aleni
09/14/2018
09/13/2018
09/21/2018
09/18/2018
09/06/2018
09/13/2018
09/13/2018
09/18/2018
09/27/2018

Kwon, Joseph

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Lippiatt, Tyler
Mariscal, Gala
McVay, Riley
Munoz, Fanny
Nguyen, Steven
Nguyen, Thanh
Nguyen, Tony
Sanchez, Jessica
Schindler, Christopher
Tuy, Alicia
Zuniga, Ricky
6. Food Service Student Workers

Huynh, Qui
Marin, Epifania
Moncrief, James
Ramirez, Olivia

09/18/2018
09/27/2018
09/20/2018
09/18/2018
09/11/2018
09/21/2018
09/27/2018
09/11/2018
09/18/2018
09/19/2018
09/07/2018

## Effective

09/20/2018
09/24/2018
09/24/2018
09/10/2018

