

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: February 12, 2016

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

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

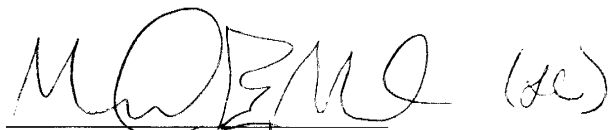
You are hereby notified that a regular meeting of the
Board of Trustees of the Anaheim Union High School District
is called for

Thursday, the 18th day of February 2016

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

Closed Session—3:15 p.m.

Regular Meeting—6:00 p.m.



Michael B. Matsuda
Superintendent

ANAHEIM UNION HIGH SCHOOL DISTRICT

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

BOARD OF TRUSTEES

Agenda

Thursday, February 18, 2016

Closed Session—3:15 p.m.

Regular Meeting—6:00 p.m.

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

Meetings are recorded for use in the official minutes.

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

This is an opportunity for community members to address the Board of Trustees on closed session agenda items only. Persons wishing to address the Board of Trustees should complete a speaker request form, available on the information table, at the back of the room, and submit it to the executive assistant prior to the meeting. Each speaker is limited to a maximum of 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 54957.6: Conference with labor negotiators Mr. Matsuda, Dr. Fried, Mrs. Poore, 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), and California School Employees Association (CSEA).
- 4.3 To consider matters pursuant to Government Code Section 54956.9 (d)(2): Conference with legal counsel, anticipated litigation regarding one matter.
- 4.4 To consider matters pursuant to Government Code Section 54956.9 (d)(2): Conference with legal counsel, anticipated litigation regarding two matters.
- 4.5 To consider matters pursuant to Government Code Section 54956.9 (a): Conference with legal counsel, existing litigation (OAH Case No. 2015100824).

- 4.6 To consider matters pursuant to Government Code Section 54956.9 (a): Conference with legal counsel, existing litigation (OAH Case No. 2015100832).
- 4.7 To consider matters pursuant to Government Code Section 54957: Public employee discipline/dismissal/release.
- 4.8 To consider matters pursuant to Government Code Section 54957: Public employee discipline/dismissal/release, HR-2015-16-06.
- 4.9 To consider matters pursuant to Government Code Section 54957: Public employee discipline/dismissal/release, HR-2015-16-11. **[CONFIDENTIAL]**
- 4.10 To consider matters pursuant to Government Code Section 54957: Public employee discipline/dismissal/release, HR-2015-16-12. **[CONFIDENTIAL]**

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

5.1 Reconvene Meeting

The Board of Trustees will reconvene into open session.

5.2 Pledge of Allegiance and Moment of Silence

Student Representative to the Board of Trustees Sophia Soliman 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 21st century.

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

7. BOARD OF TRUSTEES' RECOGNITIONS **INFORMATION ITEM**

7.1 National Board Certified Teacher

The Board of Trustees will honor the following District employee, who has received the most advanced professional credential of their field; he was named a National Board Certified Teacher in 2015. Recipients have met high standards through intensive study, expert evaluation, self-assessment, and peer review.

Thomas Duarte Anaheim High School

7.2 **Dale Junior High School Community Service Project**

The Board of Trustees will recognize the Dale Junior High School Community Service Project, which began in 1975, for their service to students and the community.

Bob Hayes, founder and retired Dale Junior High School teacher
Robert Gaudette, Dale Junior High School teacher
Grant Schuster, Dale Junior High School teacher

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

8.1 **Principals' Report**

Gary Brown, Sycamore Junior High School principal, and Dr. Anna Corral, Anaheim High School principal, will present a report on the A-G completion plan.

8.2 **Student Representative's Report**

Sophia Soliman, 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**

RESOLUTIONS

10.1 **Resolution No. 2015/16-E-09, Read Across America 2016** **ACTION ITEM**
(Roll Call Vote)

Background Information:

In 1997, the National Education Association (NEA) advocated for a special day to celebrate reading throughout the United States. The first Read Across America Day was held on March 2, 1998. This nationwide observance coincides with the birthday of Dr. Seuss, who is known for writing children's books. The United States, particularly students, parents, and teachers, join forces on Read Across America Day, which is held annually on March 2.

Current Consideration:

The Board of Trustees is requested to adopt Resolution No. 2015/16-E-09, Read Across America 2016. The adoption of this resolution provides an opportunity to inform parents, guardians, and the community of the efforts that the District is making to support community involvement in the education of our youth.

Budget Implication:

There is no impact to the budget.

Staff Recommendation:

It is recommended that the Board of Trustees adopt Resolution No. 2015/16-E-09, Read Across America, by a roll call vote. **[EXHIBIT A]**

10.2 **Resolution No. 2015/16-E-10, Preserve Music in our Schools Month** **ACTION ITEM**
(Roll Call Vote)

Background Information:

The month of March has been designated as Preserve Music in our Schools Month. For at least the past two decades, the U.S. House of Representatives has passed annual concurrent resolutions stating the importance of music education for all children in America's schools.

Current Consideration:

The Board of Trustees is requested to adopt Resolution No. 2015/16-E-10, Preserve Music in our Schools Month. The adoption of this resolution recognizes that music education is an important component of a well-rounded academic curriculum. The skills gained through sequential music instruction, including discipline and the ability to analyze, solve problems, create, communicate, and work cooperatively, are vital for success in the 21st century workplace.

Budget Implication:

There is no impact to the budget.

Staff Recommendation:

It is recommended that the Board of Trustees adopt Resolution No. 2015/16-E-10, Preserve Music in our Schools Month, by a roll call vote. **[EXHIBIT B]**

10.3 **Resolution No. 2015/16-E-11, Women's History Month** **ACTION ITEM**
(Roll Call Vote)

Background Information:

Women's History Month had its origins as a national celebration in 1981 when Congress passed Public Law 97-28, which authorized and requested the President to proclaim the week, beginning March 7, 1982, as Women's History Week. Throughout the next five years, Congress continued to pass joint resolutions designating a week in March as Women's History Week. In 1987, after being petitioned by the National Women's History Project, Congress passed Public Law 100-9, which designated the month of March, as Women's History Month. Since 1995, Presidents Clinton, Bush, and Obama have issued a series of annual proclamations designating the month of March as Women's History Month.

Current Consideration:

The Board of Trustees is requested to adopt Resolution No. 2014/15-E-011, Women's History Month. The adoption of this resolution provides an opportunity to inform parents,

guardians, and the community of the efforts that the District is making to support Women's History Month.

Budget Implication:

There is no impact to the budget.

Staff Recommendation:

It is recommended that the Board of Trustees adopt Resolution No. 2015/16-E-11, Women's History Month, by a roll call vote. **[EXHIBIT C]**

10.4 **Resolution No. 2015/16-E-12, Arts Education Month**
(Roll Call Vote)

ACTION ITEM

Background Information:

Arts education in California is mandated for pupils in grades one through twelve, inclusive by Sections 51210 and 51220 of the Education Code, to provide that the adopted course of study shall include instruction in visual and performing arts, including instruction in the subjects of dance, music, theatre, and visual arts. This is aimed at the development of aesthetic appreciation and the skills of creative expression. Governors and mayors throughout the United States issue proclamations declaring March as Arts Education Month.

Current Consideration:

The Board of Trustees is requested to adopt Resolution No. 2015/16-E-12, Arts Education Month. The adoption of this resolution provides an opportunity to inform parents, guardians, and the community of the efforts that the District is making to support Arts Education Month.

Budget Implication:

There is no impact to the budget.

Staff Recommendation:

It is recommended that the Board of Trustees adopt Resolution No. 2015/16-E-12, Arts Education Month, by a roll call vote. **[EXHIBIT D]**

10.5 **Resolution No. 2015/16-E-13, Autism Awareness Month**
(Roll Call Vote)

ACTION ITEM

Background Information:

In order to highlight the growing need for concern and awareness about autism, the Autism Society has been celebrating National Autism Awareness Month since the 1970s. The United States recognizes April as a special opportunity for everyone to educate the public about autism and issues within the autism community.

Current Consideration:

The Board of Trustees is requested to adopt of Resolution No. 2015/16-E-13, Autism Awareness Month, recognizing April as Autism Awareness Month, a time to focus attention on those with autism and related pervasive developmental disorders. It also provides an opportunity to inform parents, guardians, and the community of the efforts that the District is making to support autism awareness.

Budget Implication:

There is no impact to the budget.

Staff Recommendation:

It is recommended that the Board of Trustees adopt Resolution No. 2015/16-E-13, Autism Awareness Month, by a roll call vote. **[EXHIBIT E]**

10.6 **Resolution No. 2015/16-E-14, Cesar Chavez Day**
(Roll Call Vote)

ACTION ITEM

Background Information:

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

Current Consideration:

The Board of Trustees is requested to adopt Resolution No. 2015/16-E-14 honoring Cesar Chavez for his many achievements and contributions to our nation. It also provides an opportunity to inform parents, guardians, and the community of the efforts that the District is making to support Cesar Chavez Day.

Budget Implication:

There is no impact to the budget.

Staff Recommendation:

It is recommended that the Board of Trustees adopt Resolution No. 2015/16-E-14, Cesar Chavez Day, by a roll call vote. **[EXHIBIT F]**

10.7 **Resolution No. 2015/16-E-15, National Athletic Training Month**
(Roll Call Vote)

ACTION ITEM

Background Information:

Since 1950, the National Athletic Trainers' Association (NATA) has advocated for setting a standard for professionalism, education, certification, research, and practice settings nationwide. Since its inception, NATA has been a driving force behind the recognition of the athletic training profession. March has been designated as National Athletic Training Month.

Certified athletic trainers employed by the District are nationally certified and dedicated to providing professional health care for our student-athletes. The athletic healthcare services provided by certified athletic trainers include the education, prevention, recognition, evaluation, treatment, and rehabilitation of athletic injuries and illness. The District continues to be recognized as a leader in sports-related concussion management for high school athletes. Our athletic trainers work collaboratively with parents, school staff, and community medical providers to promote safe participation for over 23,000 student-athletes each year.

Current Consideration:

The Board of Trustees is requested to adopt Resolution No. 2015/16-E-15, National Athletic Training Month. The adoption of this resolution provides an opportunity to inform parents, guardians, and the community of the efforts that the District is making to support National Athletic Training Month.

Budget Implication:

There is no impact to the budget.

Staff Recommendation:

It is recommended that the Board of Trustees adopt Resolution No. 2015/16-E-15, National Athletic Training Month, by a roll call vote. **[EXHIBIT G]**

- 10.8 **Resolution No. 2015/16-BOT-05, Anaheim High School Alumni Association (AHSAA)** **ACTION ITEM**
(Roll Call Vote)

Background Information:

AHSAA has worked on behalf of the colony community since its incorporation in 2009 to fulfill its mission of serving as an association of active alumni that helps, through donations, endowments, and countless volunteer hours, to preserve Anaheim High School (AHS) history and provide assistance to the AHS student body.

Current Consideration:

The Board of Trustees is requested to adopt Resolution No. 2015/16-BOT-05, Anaheim High School Alumni Association. The adoption of this resolution recognizes the contribution by AHS alumni.

Budget Implication:

There is no impact to the budget.

Staff Recommendation:

It is recommended that the Board of Trustees adopt Resolution No. 2015/16-BOT-05, Anaheim High School Alumni Association, by a roll call vote. **[EXHIBIT H]**

BUSINESS SERVICES

- 10.9 **Rejection of Liability Claim** **ACTION ITEM**

The Board of Trustees is requested to reject a liability claim that was filed on December 17, 2015, and identified as AUHSD 16-02. After review, staff determined that the claim was not a proper charge against the District.

Staff Recommendation:

It is recommended that the Board of Trustees reject AUHSD 16-02 as not a proper charge against the District, and authorize staff to send the notice of rejection.

- 10.10 **Approve Guaranteed Maximum Price for Katella High School DROPS-Site Improvement Project** **ACTION ITEM**

Background Information:

At the Board of Trustees meeting of August 19, 2015, the Board approved the Lease-Leaseback delivery method of procuring construction for the Katella High School DROPS-Site Improvement Project. Proposals were received from prequalified contractors, and on November 5, 2015, the Board of Trustees approved the agreement with Pinner Construction Company, Inc. (Pinner) for this project. The project has two phases requiring two separate notices to proceed (NTP).

Current Consideration:

Pinner has begun Phase 1 (NTP 1 - Due Diligence) of the project and is now ready to start Phase 2 which includes the approval of the Guaranteed Maximum Price (GMP) of the project. The GMP includes the general contractor and subcontractor fees broken down into various

trades. Pinner competitively bid out the subcontractor packages to various companies, and has now identified the subcontractors they plan to use on the project. Pinner has finalized the GMP, and upon its approval by the Board of Trustees, staff will issue NTP 2 for the start of construction.

Budget Implication:

The final GMP and contingencies will not exceed \$11,600,000. (Measure H Funds, DROPS Grant, and/or other funds as appropriate).

Staff Recommendation:

It is recommended that the Board approve the GMP and the issuance of NTP 2 to Pinner Construction Company, Inc.

EDUCATIONAL SERVICES

10.11 **New Board Policy 7610, Physical Education and Activity, First Reading**

INFORMATION ITEM

Background Information:

Through the guidance of the Physical Education (PE) Task Force and Educational Services Department, representatives from a cross-section of stakeholder groups formed a PE task force team during the 2012-13, 2013-14, and 2015-16 school years. The task force was charged with reviewing specific sections of the PE Board Policy 7610, to ensure the language and intent of the policy and administrative regulations reflected current day educational codes, philosophy, and student needs. Consequently, the recent federal program monitoring (FPM) audit resulted in several findings involving the District's physical education policy and program: curriculum, required minutes of instruction, teacher credentialing, and assessment.

Current Consideration:

The policy and administrative regulations would ensure students receive physical education instruction by a credentialed teacher, learn the full PE curriculum, participate in a minimum of 400 minutes of PE every 10 days, and demonstrate physical fitness through assessments at the end of the ninth grade.

Budget Implication:

There is no impact to the budget.

Staff Recommendation:

It is recommended that the Board of Trustees review Board Policy 7610. **[EXHIBIT I]**

10.12 **Revised Board Policy 8704-R, Student Suspension-Reasons for Suspension 1.0 (h and j); Tobacco Products, First Reading**

INFORMATION ITEM

Background Information:

The District has several policies that prohibit tobacco possession and use on and in school District facilities and at school sponsored events. This includes school buildings and grounds, District vehicles, personal vehicles used to transport students, and sites leased or rented by the District for school sponsored events. With new and emerging trends occurring, it is necessary to update policies surrounding tobacco and define types of tobacco products in three areas of the Board Policy: 6317.15 Tobacco-Free School and Workplace, 8700-R Student Discipline, and 8704-R Student Suspension. Specifically, the section regarding

Reasons for Suspension under Board Policy 8704-R Student Suspension would add additional definitions of the types of tobacco products that are cause for suspension including electronic nicotine delivering systems (ENDS) and/or electronic smoking devices (ESDs) and possession of these devices designated as drug paraphernalia.

Current Consideration:

The Tobacco Use and Prevention Education (TUPE) Project Coordinator within the District is requesting to specifically define "tobacco products" in AUHSD's Board Policy language by updating the policy language to create consistency of possession and use involving tobacco products on our campuses. The language would include ESDs and ENDS regarding Policy 1.0 (h) Reasons for Suspension–Tobacco Products, as well as consider these items as drug paraphernalia.

Budget Implication:

There is no impact to the budget.

Staff Recommendation:

It is recommended that the Board of Trustees review revised Board Policy 8704-R.

[EXHIBIT J]

10.13 **Revised Board Policy 8700-R, Student Discipline-10. Tobacco, First Reading**

INFORMATION ITEM

Background Information:

The District has several policies that prohibit tobacco possession and use on and in school District facilities and at school sponsored events. This includes school buildings and grounds, District vehicles, personal vehicles used to transport students, and sites leased or rented by the District for school sponsored events. With new and emerging trends occurring, it is necessary to update policies surrounding tobacco and define types of tobacco products in three areas of the Board Policy: 6317.15 Tobacco-Free School and Workplace, 8700-R Student Discipline, and 8704-R Student Suspension. Specifically, this section regarding Student Discipline would define these products, which are classified as Section C of Class I Infractions on page 34 of Board Policy 8700-R.

Current Consideration:

The Tobacco Use and Prevention Education (TUPE) Project Coordinator within the District is requesting to specifically define tobacco products in AUHSD's Board Policy language by updating the policy language to create consistency of possession and use involving tobacco products on our campuses. The language would include electronic nicotine delivering systems (ENDS) and/or electronic smoking devices (ESDs) regarding Policy 8700-R Section C of Class I Infractions, 10.

Budget Implication:

There is no impact to the budget.

Staff Recommendation:

It is recommended that the Board of Trustees review revised Board Policy 8700-R.

[EXHIBIT K]

10.14 **Revised Board Policy 6317.15, Tobacco-Free School and Workplace, First Reading**

INFORMATION ITEM

Background Information:

In 2014, for the first time ever, teen use of e-cigarettes surpassed the use of traditional cigarettes. Electronic smoking devices (ESDs) or electronic nicotine delivering systems (ENDS), also known as e-cigarettes, hookahs, mods, and/or vape pens, are a technology-chic version of the traditional cigarette. The District has several policies that prohibit tobacco possession, as well as use on and in school District facilities and at school sponsored events. This includes school buildings and grounds, District vehicles, personal vehicles used to transport students, and sites leased or rented by the District for school sponsored events. With new and emerging trends occurring, it is necessary to update policies surrounding tobacco and define types of tobacco products in three areas of the Board Policy: 6317.15 Tobacco-Free School and Workplace, 8700-R Student Discipline, and 8704-R Student Suspension.

Current Consideration:

The Tobacco Use and Prevention Education (TUPE) Project Coordinator within the District is requesting to specifically define tobacco products in AUHSD's Board Policy language by updating the policy language to create consistency of possession and use involving tobacco products on our campuses. The language would include electronic nicotine delivering systems (ENDS) and/or electronic smoking devices (ESDs) regarding Policy 6317.15 Tobacco-Free School and Workplace.

Budget Implication:

There is no impact to the budget.

Staff Recommendation:

It is recommended that the Board of Trustees review revised Board Policy 6317.15.

[EXHIBIT L]

10.15 **Educational Consulting Agreement, Center for Drug-Free Communities**

ACTION ITEM

Background Information:

The District became the lead fiscal agency for a Tobacco Use Prevention Education (TUPE) consortium grant, in the amount of \$1,850,094 for a 3-year term from 2014-17. The District and the Anaheim City School District (ACSD) 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 ACSD elementary sites and all District comprehensive schools, as well as Gilbert and Polaris high schools. In addition, youth development activities related to tobacco and 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 and provide students and staff with real world experiences, as well as information related to overall goals of the TUPE program.

Current Consideration:

Dr. Bill Beacham, is an experienced and highly regarded TUPE consultant with the Orange County Department of Education (OCDE) and an Executive Director of the Center for Drug-Free Communities. Dr. Beacham will provide presentations to students at four District school sites, Brookhurst and Orangeview junior high schools, Loara and Kennedy high schools, as well as one staff workshop at Polaris High School. The program will focus on prevention of

alcohol, tobacco products, and other drugs. Services will be provided April 8, 2016, through May 26, 2016.

Budget Implication:

The total cost is not to exceed \$14,000. (TUPE Funds)

Staff Recommendation:

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

10.16 **Educational Consulting Agreement, Wheels of Freestyle, Inc.** **ACTION ITEM**

Background Information:

The District became the lead fiscal agency for a Tobacco Use Prevention Education (TUPE) consortium grant, in the amount of \$1,850,094 for a 3-year term from 2014-17. The District and the Anaheim City School District (ACSD) 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 ACSD elementary sites and all District comprehensive schools, as well as Gilbert and Polaris high schools. In addition, youth development activities related to tobacco and e-cigarette cessation and prevention are expected by each participating school, as well as ongoing prevention education for staff, students, and parents. Action-oriented student assemblies will enhance the TUPE curriculum and provide students with real world experiences, as well as information related to overall goals of the TUPE program.

Current Consideration:

Wheels of Freestyle, Inc., an experienced and highly regarded TUPE consultant, will provide presentations at four District school sites, Gilbert, Katella, and Western high schools, and Dale Junior High School. The program is anti-tobacco themed with professional Bicycle Moto-Cross (BMX) riders. The program focuses 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. The BMX extreme sports athletes use an X Games-like show with exhilarating tricks to keep attention and emphasize what you can do if you stay tobacco-free, while instilling self-confidence and positive values. Services will be provided April 5, 2016, through May 25, 2016.

Budget Implication:

The total cost is not to exceed \$7,000. (TUPE Funds)

Staff Recommendation:

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

10.17 **Agreement, Constitutional Rights Foundation, Orange County** **ACTION ITEM**

Background Information:

The Constitutional Rights Foundation, Orange County (CRF-OC) provides a juvenile peer court diversion program that offers a second chance to first-time juvenile offenders who have committed misdemeanor level offenses. They also provide a valuable educational experience to junior and senior high school students, interested in civic engagement. The program is designed to change illegal activities of juvenile offenders, provide restorative justice for families and the community, as well as teach individual accountability and responsible decision-making.

Current Consideration:

During the 2015-16 academic year, a total of eight Peer Court sessions will be coordinated and administered at a comprehensive junior and/or senior high school within the District. High school and junior high school students enrolled in the District's schools are eligible to participate. Services are being provided September 1, 2015, to August 30, 2016.

Budget Implication:

The total cost is not to exceed \$8,000. (LCFF Funds)

Staff Recommendation:

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

10.18 **Memorandum of Understanding (MOU), Orange County Labor Federation (OCLF)** **ACTION ITEM**

Background Information:

OCLF Youth Services provides youth education courses to prepare students for pre-apprenticeship and apprenticeship opportunities, entry level skills for a variety of technical careers, worker rights, health and safety, as well as other available resources for students in select classrooms.

Current Consideration:

OCLF Youth Services will provide five sessions per participating classroom in a one, two, or three-week period as stipulated by the school. The sessions will consist of lectures, introductions, testing, guest speakers, and time for questions and answers. Services will be provided February 19, 2016, through February 19, 2017.

Budget Implication:

There is no impact to the budget.

Staff Recommendation:

It is recommended that the Board of Trustees approve the MOU. **[EXHIBIT P]**

10.19 **Agreement, Dr. Marc Lerner** **ACTION ITEM**

Background Information:

Orange County Child Health Disability Prevention (CHDP) Program, with the support of Dr. Cordes and Kathy Strobel, provided services to uninsured, low-income, and Medi-Cal eligible patients throughout the District. Dr. Cordes and Kathy Strobel retired at the completion of the 2014-15 year as providers to the AUHSD Clinic. Del Grace, PNP, was hired to replace Kathy Strobel. For the support of the AUHSD Clinic, CHDP providers are needed along with the support of physical therapy and occupational therapy services within the District. Marc Lerner, M.D. and Del Grace, PNP were approved by Orange County Child Health Disability Prevention Program as CHDP providers.

Current Consideration:

Dr. Lerner and Dr. Grace will be authorized to commence providing CHDP Health Assessment screenings for children at the AUHSD Clinic. Dr. Lerner will be a collaborative provider for the AUHSD Clinic through the Health Services Department. Dr. Lerner's services throughout the District will also include prescriptive support for physical therapy and occupational therapy. Services will be provided February 19, 2016, through February 19, 2017.

Budget Implication:

There is no impact to the budget

Staff Recommendation:

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

10.20 **Educational Consulting Agreement, Dr. Fernando Rodríguez-Valls** **ACTION ITEM**

Background Information:

The District currently serves over 500 English learners who have been enrolled in U.S. schools less than three years. In order to accelerate their English language acquisition, the District will pilot a Language Academy, an enrichment program for four weeks during the month of June that will serve 75-90 high school English learner students. The curriculum design, developed by Dr. Fernando Rodríguez-Valls, associate professor, California State University, Fullerton, involves students in activities that allow them to explore the English language in all its dimensions through art, literature, and film, while connecting them with their cultural identities. Dr. Rodríguez-Valls has created partnerships with school districts, local educational agencies, and universities to develop and implement community-based literacy programs. Dr. Rodríguez-Valls' work focuses on equitable instructional practices for second language learners and migrant students, as well as on the socio-cultural factors affecting their academic achievement, educational continuity, and school engagement.

Current Consideration:

Dr. Fernando Rodríguez-Valls, in collaboration with District staff, will design and tailor the curriculum to fit the needs of the District's English learner students. His services will also include professional development for District staff, teachers, and support staff, as well as classroom observations, collection and analyzing of data, and presentation to the District with a written report of the pilot program. Services will be provided February 22, 2016, through July 31, 2016.

Budget Implication:

The total cost is not to exceed \$7,500. (Title III Funds)

Staff Recommendation:

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

10.21 **School-Sponsored Student Organization** **ACTION ITEM**

Background Information:

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

Current Consideration:

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

- 10.21.1 Biliteracy Club, Magnolia High School
- 10.21.2 Bodybuilding Club, Magnolia High School
- 10.21.3 Lexington Robotics Club, Lexington Junior High School
- 10.21.4 Applied Tech Club, South Junior High School

Budget Implication:

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

Staff Recommendation:

It is recommended that the Board of Trustees approve the school-sponsored organization applications. **[EXHIBITS S, T, U, and V]**

SUPERINTENDENT'S OFFICE

10.22 **Marian Bergeson Award**

INFORMATION/ACTION ITEM

Background Information:

Established in 1974, the Marian Bergeson Award was created to recognize those trustees who best exemplify the spirit of Boardsmanship.

Current Consideration:

The Board of Trustees is requested to discuss and consider nominations for the Orange County School Boards Association Marian Bergeson Award.

Budget Implication:

There is no implication to the budget.

Staff Recommendation:

It is recommended that the Board of Trustees discuss and consider nominations and provide direction to staff. **[EXHIBIT W]**

10.23 **Board of Trustees' Proposed Meeting Time Change**

ACTION ITEM

Background Information:

At its annual organizational meeting on December 10, 2015, the Board of Trustees approved the meeting dates for 2016.

Current Consideration:

A Board member is requesting the regular meeting start time for March 10, 2016, be changed to 4:00 p.m.

Budget Implication:

There is no impact to the budget.

Staff Recommendation:

It is recommended that the Board of Trustees discuss and determine if the Board of Trustees' regular meeting start time for March 10, 2016, should be changed to 4:00 p.m.

10.24 **Agreement, California School Boards Association (CSBA) Governance Leadership Workshop**

ACTION ITEM

Background Information:

A CSBA Governance Leadership workshop provides customized support to assist school district governance teams in strengthening their leadership skills, improving their organizational effectiveness, and keeping district efforts focused on learning and achievement for all students.

Current Consideration:

CSBA will provide a Governance Leadership workshop. Services will be provided on March 24, 2016.

Budget Implication:

The total cost is not to exceed \$2,000, plus reasonable travel expenses. (General Funds)

Staff Recommendation:

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

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 **Name Change on Agreement, Stutz Artiano Shinoff and Holtz, APC**

Background Information:

On June 18, 2015, the AUHSD Board of Trustees approved an annual contract with Stutz Artiano Shinoff and Holtz, APC, to provide legal consultation and services, which are not provided by attorneys at the Orange County Department of Education. The District has had an agreement in place with Stutz Artiano Shinoff and Holtz, APC since 2005.

Current Consideration:

In December 2015, the District received a W-9 Form, which shows they have a name change to Artiano Shinoff and Holtz, APC, which is dated December 7, 2015. Therefore, the District must now approve the assignment in order to pay any invoices from Artiano Shinoff and Holtz, APC. Services provided will remain the same, July 1, 2015, through June 30, 2016, on an as-needed basis.

Budget Implication:

The cost of this agreement will remain the same, at a total cost not to exceed \$125,000. The cost of the 2014-15 agreement was \$125,000. (General Funds)

Staff Recommendation:

It is recommended that the Board of Trustees ratify the assignment of the contract from Stutz Artiano Shinoff and Holtz, to Artiano Shinoff and Holtz, APC. **[EXHIBIT Y]**

11.2 **Notice of Completion**

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

Bid #2016-04, District Office	P.O. #J64A0235
ADA Parking Lot Improvement (Maintenance Funds)	
M.P. South, Inc.	
Original Contract	\$193,200
Contract Changes	\$(106,075)
Total Amount Paid	\$87,125

Staff Recommendation:

It is recommended that the Board of Trustees authorize the assistant superintendent of Business Services to accept all listed work as complete, and authorize the filing of the notice of completion with the office of the county recorder.

11.3 **Ratification of Change Order**

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

Bid #2016-04, District Office	P.O. #J64A0235
ADA Parking Lot Improvement (Maintenance Funds)	
M.P. South, Inc.	
Original Contract	\$193,200
Change Order #1	\$(106,075)
New Contract Value	\$87,125

Staff Recommendation:

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

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

Staff Recommendation:

It is recommended that the Board of Trustees approve the list of District furniture and equipment as unusable, obsolete, and/or out-of-date, and ready for sale or destruction, as well as authorize proper disposal in accordance with Education Code Section 60510 et al.

[EXHIBIT Z]

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 AA]

11.6 **Donations**

Staff Recommendation:

It is recommended that the Board of Trustees accept the donations as submitted.

[EXHIBIT BB]

11.7 **Purchase Order Detail Report**

Staff Recommendation:

It is recommended that the Board of Trustees ratify the report, January 12, 2016, through February 8, 2016. **[EXHIBIT CC]**

11.8 **Check Register/Warrants Report**

Staff Recommendation:

It is recommended that the Board of Trustees ratify the report January 12, 2016, through February 8, 2016. **[EXHIBIT DD]**

11.9 **SUPPLEMENTAL INFORMATION**

11.9.1 Associated Student Body Fund, December, 2015 **[EXHIBIT EE]**

11.9.2 Cafeteria Fund, November 2015 **[EXHIBIT FF]**

11.9.3 Enrollment, Month 5 **[EXHIBIT GG]**

EDUCATIONAL SERVICES

11.10 **Agreement, California Highway Patrol, Anaheim High School**

Background Information:

The California Highway Patrol has sponsored the Every 15 Minutes (E15M) program since the mid-1990's. It is a two-day program focusing on teenagers and challenging them to think about drinking, driving, personal safety, and the responsibility of making mature decisions, as well as the impact their decisions have on family, friends, and many others. The program brings together a broad coalition of interested local agencies with the goal of reducing alcohol-related incidents among youth. The collaborating of the California Highway Patrol, local law enforcement, local hospitals, emergency medical responders, schools, businesses, and service clubs, validates the importance of working together to ensure a healthy community.

Current Consideration:

The result of careful planning in collaboration with the California Highway Patrol and other community agencies is a two-day program called E15M. Prior to the actual event, approximately 25 students are selected, which represent a cross section of the school. Waivers are reviewed and signed by students and their parents. It is strongly encouraged that Anaheim High School require 100 percent participation by both students and their parents. Anaheim High School is in the planning process for E15M. Services will be provided March 24, 2016, through March 25, 2016.

Budget Implication:

With funding available from the California Office of Traffic Safety, the California Highway Patrol provides mini-grants to agencies and organizations implementing the program.

Anaheim High School may request reimbursement for allowable expenses by way of this grant, for an amount not to exceed \$9,999. Therefore, the net cost will have zero to minimal impact to the District and school site.

Staff Recommendation:

It is recommended that the Board of Trustees approve the agreement with the California Highway Patrol. **[EXHIBIT HH]**

11.11 **Educational Consulting Agreement, Hissho , Inc.**

Background Information:

The District became the lead fiscal agency for a Tobacco Use Prevention Education (TUPE) consortium grant, in the amount of \$1,850,094 for a 3-year term from 2014-17. The District and the Anaheim City School District (ACSD) 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 ACSD elementary sites and all District comprehensive schools, as well as Gilbert and Polaris high schools. In addition, youth development activities related to tobacco and 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:

Dr. Victor DeNoble is an experienced and highly regarded TUPE consultant. He will provide a presentation to students at eight District schools, Ball, Lexington, South, Sycamore, and Walker junior high schools, Cypress and Savanna high schools, as well as Oxford Academy. The program will focus on research, findings, and health effects related to nicotine addiction. The results of his findings with the Philip Morris Research Center set the stage to inform students of the health effects related to tobacco and nicotine addiction on the brain. Students will learn the truth behind marketing and advertising of tobacco companies as it relates to traditional cigarettes and the latest with electronic cigarettes. Students will gain information to make better choices when it comes to smoking and cessation. Services will be provided March 23, 2016, through May 11, 2016.

Budget Implication:

The total cost is not to exceed \$10,450. (TUPE Funds)

Staff Recommendation:

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

11.12 **Agreement, Orange County Superintendent of Schools, Friday Night Live and Club Live Programs**

Background Information:

Friday Night Live is a high school program and Club Live is a junior high school program. These school-based programs implement student activities that focus on alcohol and other drug prevention services. The Orange County Superintendent of Schools' agreement provides the District with funding to pay stipends to school advisors for supporting the programs.

Current Consideration:

The schools participating in this program are Brookhurst and South junior high schools, as well as Gilbert, Kennedy, Magnolia, and Savanna high schools. Services will be provided March 1, 2016, through June 30, 2016.

Budget Implication:

The cost for these services, at a total cost not to exceed \$6,000, will be reimbursed through the Orange County Superintendent of Schools. (Grant Funds)

Staff Recommendation:

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

11.13 **Grant Agreement, California Academic Partnership Program (CAPP) at Savanna High School**

Background Information:

Savanna High School first applied and was selected for the California Academic Partnership Program (CAPP) sponsored by the Trustees of the California State University in the 2013-14 year. The school participated in a rigorous application process and was selected to participate in the CAPP grant. The purpose of this capacity-building grant was to develop a District system that supports seamless transitions to college. The previous CAPP grant provided teacher professional development funding for additional planning days and substitute costs to achieve CAPP grant objectives.

Current Consideration:

Savanna High School was again selected to receive a CAPP grant. This agreement will provide Savanna High School with up to \$60,000 in funds (\$20,000 a year, from 2015-16, through 2017-18) to form a partnership with Cypress College, Fullerton College, and California State University, Fullerton, for the purpose of articulation around California State Standards and Smarter Balanced Assessment Consortium (SBAC) assessments. Services will be provided July 1, 2015, through June 30, 2018.

Budget Implication:

There is no impact to the budget.

Staff Recommendation:

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

11.14 **Participation Agreement, Orange County Department of Education, Inside the Outdoors School Program**

Background Information:

The Orange County Department of Education (OCDE) offers a Traveling Scientist Program through their Inside the Outdoors Department. The Traveling Scientist Program offers a variety of in-classroom experiences, connects students to the natural world through unforgettable hands-on experiences, and offers a variety of educational field trips.

Current Consideration:

Anaheim High School is requesting to participate in the Traveling Scientist Program. Specifically, Anaheim High School students will participate in The Water Effect Experience. Inside the Outdoors is partnering with The Ecology Center. The goal of this project is to empower, engage, and educate students, teachers, and the community on water issues, awareness, as well as conservation to create behavior change. This program is sponsored

by the Municipal Water District of Orange County and is funded by local Orange County water agencies. One certificated teacher will participate for each group of 25 students, with no more than 120 students participating in the program. Services will be provided February 19, 2016, through August 31, 2016.

Budget Implication:

Inside the Outdoors has secured a sponsor for the expense of the program for Anaheim High School. There is no impact to the budget.

Staff Recommendation:

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

11.15 **Service Agreement, Orange County Department of Education, Chris Corliss, Program Coordinator Health, Sports and Physical Education**

Background Information:

Chris Corliss, program coordinator for health, sports and physical education with the Orange County Department of Education (OCDE) assisted with the Physical Education (PE) Task Force during the 2013-14 year. He facilitated the research, data analysis, and PE policy recommendations that led to adjustments in the District PE graduation requirements approved Spring of 2015.

Current Consideration:

Mr. Corliss will continue his consultant role with the reconvening of the PE Task Force to address the recent Federal Program Monitoring (FPM) findings of the PE program. He will consult and assist District staff, as well as the PE Task Force with a reply and plan of action to remedy the recent FPM report of PE program violations. Mr. Corliss attended the January 5, 2016, PE Task Force and provided guidance on recommendations for addressing the FPM findings. Services are being provided November 10, 2015, through June 30, 2016.

Budget Implication:

There is no impact to the budget.

Staff Recommendation:

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

11.16 **Educational Consulting Agreement, Disciplina Positiva, Magnolia High School**

Background Information:

Disciplina Positiva is a parent education program designed to promote the development of positive communication between parents and their adolescent children, as well as to facilitate a connection among the family, community, and school. Disciplina Positiva classes have been offered across the District for the past four years. Classes have been tailored to the specific needs of the schools and have included criteria for effective home discipline, ways to maximize the potential of adolescents, and understanding of adolescent behavior. The parent education classes are available in English and Spanish.

Current Consideration:

For the 2015-16 year, Disciplina Positiva will provide one comprehensive, six-session training program for approximately 60 Magnolia High School parents. Services will be provided April 19, 2016, through May 24, 2016.

Budget Implication:

The total cost is not to exceed \$4,000. (Title I funds)

Staff Recommendation:

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

11.17 **Educational Consulting Agreement, Disciplina Positiva, Sycamore Junior High School**

Background Information:

Disciplina Positiva is a parent education program designed to promote the development of positive communication between parents and their adolescent children, as well as to facilitate a connection between the family, community, and school. Disciplina Positiva classes have been offered across the District for the past four years. Classes have been tailored to the specific needs of the schools and included criteria for effective home discipline, ways to maximize the potential of adolescents, and understanding of adolescent behavior. The parent education classes are available in English and Spanish.

Current Consideration:

For the 2015-16 year, Disciplina Positiva will provide one comprehensive, six-session training program for approximately 60 Sycamore Junior High School parents. Services will be provided March 3, 2016, through April 21, 2016.

Budget Implication:

The total cost is not to exceed \$4,000. (Title I Funds)

Staff Recommendation:

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

11.18 **Independent Contractor Agreement, Anaheim Family YMCA**

Background Information:

The District has received funding through the California Department of Education After School Education and Safety (ASES) Program grant for the past ten years. The District has subcontracted the administration of the ASES grant to the Anaheim Family YMCA through the Anaheim Achieves program at Ball, Brookhurst, Dale, Orangeview, South, and Sycamore junior high schools. YMCA provides program administration, staffing, equipment, materials, training, data collection, and evaluation for the aforementioned schools.

Current Consideration:

The District has been awarded another year of funding by the California Department of Education ASES grant, in the amount of \$797,964, for the fiscal year of July 1, 2015, through June 30, 2016. The structure of the approval process prevents the District from approving the ASES grant prior to the contract being developed. The agreement allows the District to pay YMCA for these services. Services are being provided July 1, 2015, through June 30, 2016.

Budget Implication:

The District passes through the funds to the YMCA less an indirect cost of 4.81 percent of the total ASES funds; therefore, there are no direct implications to the budget. The ASES

funds for the 2014-15 year were \$797,964. The ASES funds for the 2015-16 year are \$797,964. (ASES Grant Funds)

Staff Recommendation:

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

11.19 **Instructional Materials Submitted for Display**

The Instructional Materials Review Committee recommended the selected materials for display, for courses in English, ELD, science, IB program, and world languages. Before the materials can be approved for adoption, they must be made available for public review. The Board of Trustees will be requested to consider adoption of the materials following the end of the period of public display, February 18, 2016, through March 10, 2016.

Staff Recommendation:

It is recommended that the Board of Trustees approve the selected materials. **[EXHIBIT QQ]**

11.20 **Individual Service Contracts**

Staff Recommendation:

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

11.21 **Field Trip Report**

Staff Recommendation:

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

HUMAN RESOURCES

11.22 **Certificated Personnel Report**

Staff Recommendation:

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

11.23 **Classified Personnel Report**

Staff Recommendation:

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

SUPERINTENDENT'S OFFICE

11.24 **Institutional Membership**

Cypress Chamber of Commerce, February 1, 2016, through February 1, 2017, \$100, which is the same cost as last year. (General Funds)

Staff Recommendation:

It is recommended that the Board of Trustees ratify the institutional membership.

11.25 **Conferences and/or Meetings**

It is recommended that the Board of Trustees approve and ratify the attendance to the following conferences by the superintendent, with payment of necessary expenses (travel, hotel, parking, taxi, etc.), at a cost not to exceed \$2,200.

- 11.25.1 2016 NCCEP/GEAR UP Capacity Building Workshop, January 31, 2016, through February 3, 2016, New Orleans, Louisiana, at a cost not to exceed \$1,400. Registration costs were paid by GEAR UP. (GEAR UP Funds)
- 11.25.2 California Global Education Summit, February 11, 2016, Santa Clara, CA, at a cost not to exceed \$800. (Anaheim Collaborative Funds)

Staff Recommendation:

It is recommended that the Board of Trustees ratify the approval for superintendent to attend the conferences with payment of necessary expenses.

11.26 **Board of Trustees' Meeting Minutes**

- 11.26.1 December 10, 2015, Regular Meeting [**EXHIBIT VV**]
- 11.26.2 December 17, 2015, Special Meeting [**EXHIBIT WW**]
- 11.26.3 January 21, 2016, Regular Meeting [**EXHIBIT XX**]

Staff Recommendation:

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

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**

If the proposed meeting time change is approved the next regular meeting of the Board of Trustees will be held on Thursday, March 10, 2016, at 4:00 p.m.

- | | |
|--------------------|-----------------------|
| Thursday, April 14 | Thursday, August 11 |
| Tuesday, May 10 | Thursday, September 8 |
| Thursday, June 9 | Thursday, October 13 |
| Thursday, June 16 | Thursday, November 10 |
| Thursday, July 14 | Thursday, December 8 |

14.2 **Suggested Agenda Items**

15. **ADJOURNMENT**

ACTION ITEM

In compliance with the Americans with Disabilities Act, individuals with a disability who require modification or accommodation in order to participate in this meeting should contact the executive assistant to the superintendent at (714) 999-3503 by noon on Tuesday, February 16, 2016.

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

READ ACROSS AMERICA 2016

RESOLUTION NO. 2015/16-E-09

February 18, 2016

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

WHEREAS, the Board of Trustees of the Anaheim Union High School District stands firmly committed to promoting reading as the catalyst for our students' future academic success, their preparation for America's jobs of the future, and their ability to compete in a global economy; and

WHEREAS, the Board of Trustees of the Anaheim Union High School District has provided significant leadership in the area of community involvement in the education of our youth, grounded in the principle that educational investment is key to the community's well being and long-term quality of life; and

WHEREAS, *Read Across America 2016*, a national celebration of Dr. Seuss's birthday on March 2nd, promotes reading and adult involvement in the education of our community's students;

THEREFORE, BE IT RESOLVED that the Board of Trustees calls on the citizens of the Anaheim Union High School District to assure that every student has multiple opportunities to engage in reading;

AND BE IT FURTHER RESOLVED that the Board of Trustees enthusiastically endorses ***Read Across America 2016*** and recommits to engage in programs and activities to make America's children the best readers in the world.

Resolution No. 2015/16-E-09

The foregoing resolution was passed and adopted at a regular meeting of the Board of Trustees, on February 18, 2016, by the following roll call vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

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

I, Michael B. Matsuda, superintendent of the Anaheim Union High School District of Orange County, California, and secretary to the Board of Trustees thereof, hereby certify that the above and foregoing resolution was duly and regularly adopted by the said Board of Trustees at the regular meeting thereof held on the 18th day of February 2016, and passed by a roll call vote of all members of said board.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 18th day of February 2016.

February 18, 2016

Michael B. Matsuda
Superintendent and Secretary,
Board of Trustees

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

PRESERVE MUSIC IN OUR SCHOOLS MONTH

RESOLUTION NO. 2015/16-E-10

February 18, 2016

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

WHEREAS, school music programs enhance intellectual development and enrich the academic environment for students of all ages; and

WHEREAS, students who participate in school music programs are less likely to be involved with drugs, gangs, or alcohol and have better attendance in school; and

WHEREAS, the skills gained through sequential music instruction, including discipline and the ability to analyze, solve problems, create, communicate, and work cooperatively, are vital for success in the 21st century workplace; and

WHEREAS, the majority of students attending public schools in inner city neighborhoods have virtually no access to music education, which places them at a disadvantage compared to their peers in other communities; and

WHEREAS, local budget cuts are predicted to lead to significant curtailment of school music programs, thereby depriving millions of students of an education that includes music; and

WHEREAS, the arts are a core academic subject, and music is an essential element of the arts; and

WHEREAS, every student in the United States should have an opportunity to reap the benefits of music education.

Resolution No. 2015/16-E-10

THEREFORE, BE IT RESOLVED by the Anaheim Union High School District Board of Trustees, that music education, grounded in rigorous instruction, is an important component of a well-rounded academic curriculum and should be available to every student in every school; and, that the Anaheim Union High School District Board of Trustees does hereby support and designate March 2016 as Preserve Music in our Schools Month.

The foregoing resolution was passed and adopted at a regular meeting of the Board of Trustees, on February 18, 2016, by the following roll call vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

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

I, Michael B. Matsuda, superintendent of the Anaheim Union High School District of Orange County, California, and secretary to the Board of Trustees thereof, hereby certify that the above and foregoing resolution was duly and regularly adopted by the said Board of Trustees at the regular meeting thereof held on the 18th day of February 2016, and passed by a roll call vote of all members of said board.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 18th day of February 2016.

February 18, 2016

Michael B. Matsuda
Superintendent and Secretary,
Board of Trustees

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

WOMEN'S HISTORY MONTH

RESOLUTION NO. 2015/16-E-11

February 18, 2016

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

WHEREAS, American women of every race, class, and ethnic background have made historical contributions to the growth and strength of our Nation in countless recorded and unrecorded ways; and

WHEREAS, American women have played and continue to play a critical economic, cultural, and social role in every sphere of the life of the Nation by constituting a significant portion of the labor force working inside and outside of the home; and

WHEREAS, American women have played a unique role throughout the history of the Nation by providing the majority of the volunteer labor force of the Nation; and

WHEREAS, American women were particularly important in the establishment of early charitable, philanthropic, and cultural institutions in our Nation; and

WHEREAS, American women of every race, class, and ethnic background served as early leaders in the forefront of every major progressive social change movement; and

WHEREAS, American women have been leaders, not only in securing their own rights of suffrage and equal opportunity, but also in the abolitionist movement, the emancipation movement, the industrial labor movement, the civil rights movement, and other movements, especially the peace movement, which creates a more fair and just society for all; and

Resolution No. 2015/16-E-11

WHEREAS, despite these contributions, the role of American women in history has been consistently overlooked and undervalued, in literature, teaching, and study of American history.

THEREFORE, BE IT RESOLVED that the Anaheim Union High School District, is in support of celebrating Women’s History Month to honor the many achievements and contributions made by American women, and that the Anaheim Union High School District Board of Trustees does hereby support and designate March 2016 as Woman’s History Month.

The foregoing resolution was passed and adopted at a regular meeting of the Board of Trustees, on February 18, 2016, by the following roll call vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

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

I, Michael B. Matsuda, superintendent of the Anaheim Union High School District of Orange County, California, and secretary to the Board of Trustees thereof, hereby certify that the above and foregoing resolution was duly and regularly adopted by the said Board of Trustees at the regular meeting thereof held on the 18th day of February 2016, and passed by a roll call vote of all members of said board.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 18th day of February 2016.

February 18, 2016

Michael B. Matsuda
Superintendent and Secretary,
Board of Trustees

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

ARTS EDUCATION MONTH

RESOLUTION NO. 2015/16-E-12

February 18, 2016

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

WHEREAS, Arts Education, which includes dance, music, theatre, and the visual arts, is an essential part of basic education for all students, grades one through twelve, to provide for balanced learning and to develop the full potential of their minds; and

WHEREAS, through well-planned instruction and activities in the arts, children develop initiative, creative ability, self-expression, self-reflection, thinking skills, discipline, a heightened appreciation of beauty and cross-cultural understanding; and

WHEREAS, experience in the arts develops insights and abilities central to the experience of life, and are collectively on the most important repositories of culture; and

WHEREAS, many national and state professional educational associates hold celebrations in March focused on students' participation in the arts; and

WHEREAS, these celebrations give California schools a unique opportunity to focus on the value of the arts for all students to foster cross-cultural understanding, to give recognition to the state's outstanding young artists, to focus on the careers in the arts available to California students, and to enhance public support for this important part of our curriculum; and

WHEREAS, the California State Board of Education states in its Arts Education Policy adopted in July 1989 that each students should receive a high quality, comprehensive arts education program based on the adopted visual and performing arts curriculum documents.

Resolution No. 2015/16-E-12

THEREFORE, BE IT RESOLVED that the Anaheim Union High School District Board of Trustees, proclaims the month of March 2016 as Arts Education Month and encourages all educational communities to celebrate the arts with meaningful student activities and programs that demonstrate learning and understanding in the visual and performing arts. The foregoing resolution was passed and adopted at a regular meeting of the Board of Trustees, on February 18, 2016, by the following roll call vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

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

I, Michael B. Matsuda, superintendent of the Anaheim Union High School District of Orange County, California, and secretary to the Board of Trustees thereof, hereby certify that the above and foregoing resolution was duly and regularly adopted by the said Board of Trustees at the regular meeting thereof held on the 18th day of February 2016, and passed by a roll call vote of all members of said board.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 18th day of February 2016.

February 18, 2016

Michael B. Matsuda
Superintendent and Secretary,
Board of Trustees

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

AUTISM AWARENESS MONTH

RESOLUTION NO. 2015/16-E-13

February 18, 2016

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

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

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

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

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

THEREFORE, BE IT RESOLVED; that the Anaheim Union High School District Board of Trustees does hereby support and designate April 2016 as Autism Awareness Month. The foregoing resolution was passed and adopted at a regular meeting of the Board of Trustees, on February 18, 2016, by the following roll call vote:

Resolution No. 2015/16-E-13

AYES:

NOES:

ABSTAIN:

ABSENT:

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

I, Michael B. Matsuda, superintendent of the Anaheim Union High School District of Orange County, California, and secretary to the Board of Trustees thereof, hereby certify that the above and foregoing resolution was duly and regularly adopted by the said Board of Trustees at the regular meeting thereof held on the 18th day of February 2016, and passed by a roll call vote of all members of said board.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 18th day of February 2016.

February 18, 2016

Michael B. Matsuda
Superintendent and Secretary,
Board of Trustees

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

CESAR CHAVEZ DAY

RESOLUTION NO. 2015/16-E-14

February 18, 2016

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

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

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

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

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

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

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

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

WHEREAS, few Americans have led this charge so tirelessly and for so many.

Resolution No. 2015/16-E-14

NOW, THEREFORE, BE IT RESOLVED that the Anaheim Union High School District Board of Trustees proudly celebrates Cesar Chavez's legacy and the progress achieved by all who stood alongside him by observing March 31, 2016, as Cesar Chavez Day. The foregoing resolution was passed and adopted at a regular meeting of the Board of Trustees, on February 18, 2016, by the following roll call vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

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

I, Michael B. Matsuda, superintendent of the Anaheim Union High School District of Orange County, California, and secretary to the Board of Trustees thereof, hereby certify that the above and foregoing resolution was duly and regularly adopted by the said Board of Trustees at the regular meeting thereof held on the 18th day of February 2016, and passed by a roll call vote of all members of said board.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 18th day of February 2016.

February 18, 2016

Michael B. Matsuda
Superintendent and Secretary,
Board of Trustees

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

NATIONAL ATHLETIC TRAINING MONTH

RESOLUTION NO. 2015/16-E-15

February 18, 2016

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

WHEREAS, athletic trainers have a long history of providing quality health care for athletes and those engaged in physical activity based on specific tasks, knowledge and skills acquired through their nationally regulated educational processes; and

WHEREAS, athletic trainers provide prevention of injuries; recognition, evaluation, and aggressive treatment; rehabilitation; health care administration; as well as education and guidance; and

WHEREAS, the National Athletic Trainers' Association represents and supports 35,000 members of the athletic training profession employed in the following settings: professional sports; colleges and universities; high schools; clinics and hospitals; corporate and industrial settings; and military branches; and

WHEREAS, leading organizations concerned with athletic training and health care have joined together in a common desire to raise public awareness of the importance of the athletic training profession and to emphasize the importance of quality health care within the aforementioned settings; and

WHEREAS, such an effort will improve health care for athletes and those engaged in physical activity and promote athletic trainers as health professionals;

THEREFORE, BE IT RESOLVED that the Board of Trustees of the Anaheim Union High School District and the Superintendent of Schools do hereby proclaim the month of

Resolution No. 2015/16-E-15

March as National Athletic Training Month and encourages all people of Anaheim Union High School District to learn more about the importance of athletic training and to support our athletic trainers.

The foregoing resolution was passed and adopted at a regular meeting of the Board of Trustees, on February 18, 2016, by the following roll call vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

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

I, Michael B. Matsuda, superintendent of the Anaheim Union High School District of Orange County, California, and secretary to the Board of Trustees thereof, hereby certify that the above and foregoing resolution was duly and regularly adopted by the said Board of Trustees at the regular meeting thereof held on the 18th day of February 2016, and passed by a roll call vote of all members of said board.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 18th day of February 2016.

February 18, 2016

Michael B. Matsuda
Superintendent and Secretary,
Board of Trustees

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

ANAHEIM HIGH SCHOOL ALUMNI ASSOCIATION

RESOLUTION NO. 2015/16-BOT-05

February 18, 2016

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

WHEREAS, the Anaheim High School Alumni Association (AHSAA) has worked on behalf of the colony community since its incorporation in 2009 to fulfill its mission of serving as an association of active alumni that helps - through donations, endowments and countless volunteer hours - to preserve Anaheim High School (AHS) history and provide assistance to the AHS student body by providing scholarships, supporting school programs and campus improvement projects, as well as advancing colonist spirit, pride, and tradition; and

WHEREAS, through fundraising efforts that include an annual membership drive, golf tournament, and car show, AHSAA has donated more than \$100,000 to Anaheim High School; and

WHEREAS, Anaheim High School alumni, especially members of the AHSAA Board of Directors, have donated thousands of volunteer hours for such activities as an annual career fair, open house, back-to-school night, proctoring, registration, athletic and performing arts events, as well as to the overall mentoring of AHS students; and

WHEREAS, AHSAA has diligently worked to preserve the history of AHS, the third oldest high school in Orange County, established in 1898. Thanks to efforts of the Preservation Committee, AHSAA has saved more than 500 copies of the *Anaranco*, the

Resolution No. 2015/16-BOT-05

school's newspaper; more than 100 copies of the *Blue and Gold*, the school's yearbook; and numerous articles of treasured AHS memorabilia; and

WHEREAS, AHSAA has created a communications network that has included thousands of emails, personal phone calls, a newsletter, website, data base, and a social media network that is employed on a daily basis to communicate with thousands of AHS alumni, family, and friends. AHSAA also strives to connect with each class year by identifying and establishing a relationship with class representatives and helping alumni connect with their classmates at reunions and other events; and

WHEREAS, AHSAA has generously shared information, including its bylaws and articles of incorporation, with other AUHSD schools to help form additional alumni associations to support the more than 31,000 AUHSD students; and

WHEREAS, AHSAA volunteers have devoted innumerable hours on its *Anaheim High Fallen Heroes and Colonist Veterans* program to recognize the sacrifices made by more than 60 AHS graduates who gave their lives to preserve our country's freedoms; and

WHEREAS, AHSAA serves as an example to future alumni to return to their alma mater as volunteers to continue the work of AHSAA to inspire and encourage graduates to give back to their high school;

NOW, THEREFORE, BE IT RESOLVED, that the Anaheim Union High School District Board of Trustees hereby supports AHSAA in its efforts and recognizes the supreme contribution made by AHS alumni to the colony community.

The foregoing resolution was passed and adopted at a regular meeting of the Board of Trustees, on February 18, 2016, by the following roll call vote:

Resolution No. 2015/16-BOT-05

AYES:

NOES:

ABSTAIN:

ABSENT:

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

I, Michael B. Matsuda, superintendent of the Anaheim Union High School District of Orange County, California, and secretary to the Board of Trustees thereof, hereby certify that the above and foregoing resolution was duly and regularly adopted by the said Board of Trustees at the regular meeting thereof held on the 18th of February 2016, and passed by a roll call vote of all members of said board.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 18th day of February 2016.

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

Instruction

The Governing Board recognizes the positive benefits of physical activity on student health and academic achievement. The district shall provide all students the opportunity to be physically active on a regular basis through high-quality physical education instruction and may provide additional opportunities for physical activity throughout the school day. The district's physical education and activity programs shall align with and support the district's Student Wellness Policy (PE) and encourage students' lifelong fitness.

(cf. 5030 - Student Wellness)
(cf. 6142.8 - Comprehensive Health Education)

The district's physical education program shall provide a developmentally appropriate sequence of instruction aligned with the state's model content standards and curriculum framework. The Superintendent or designee shall ensure that the district's program provides students with equal opportunities for instruction and participation regardless of gender in accordance with law.

(cf. 0410 - Nondiscrimination in District Programs and Activities)
(cf. 6011 - Academic Standards)
(cf. 6143 - Courses of Study)

The overall course of study for grades 9-12 shall include the effects of physical activity upon dynamic health, the mechanics of body movement, aquatics, gymnastics and tumbling, individual and dual sports, rhythms and dance, team sports, and combatives. (Education Code 33352; 5 CCR 10060)

The Board shall approve the courses in grades 9-12 for which physical education credit may be granted. All students shall satisfactorily complete a minimum of 20 credits in Physical Education. All 9th grade students must enroll in Physical Education Course 1. Any student who passes 5 of 6 components of the State Physical Fitness Test taken in the 9th grade, are eligible to defer the completion of Course 2 (second year of required physical education) until 10-12th grades.

(cf. 6146.1 - High School Graduation Requirements)
(cf. 6146.11 - Alternative Credits Toward Graduation)

The district's physical education program shall engage students in moderate to vigorous

physical activity, as defined in the accompanying administrative regulation, for at least 50 percent of class or session time. The Superintendent or designee shall develop strategies to monitor the amount of moderate to vigorous physical activity that takes place in the physical education instructional program.

Students with disabilities shall be provided instruction in physical education in accordance with their individualized education program or Section 504 accommodation plan.

(cf. 6159 - Individualized Education Program)
(cf. 6164.6 - Identification and Education Under Section 504)

During air pollution episodes, extreme weather, or other inclement conditions, physical education staff shall make appropriate adjustments to the program or shall seek alternative indoor space to enable students to participate in active physical education.

(cf. 3514 - Environmental Safety)
(cf. 5141.7 - Sun Safety)

Staffing

Physical education instruction shall be delivered by appropriately credentialed teachers who may be assisted by instructional aides, paraprofessionals, and/or volunteers. The district shall provide all qualified teachers of physical education with continuing professional development opportunities.

(cf. 1240 - Volunteer Assistance)
(cf. 4112.2 - Certification)
(cf. 4222 - Teacher Aides/Paraprofessionals)

(cf. 4131 - Staff Development)
(cf. 5121 - Grades/Evaluation of Student Achievement)

Physical Fitness Testing

The Superintendent or designee shall annually administer the physical fitness test designated by the State Board of Education to students in grades 7 and 9. (Education Code 60800; 5 CCR 1041)

Temporary Exemptions

The Superintendent or designee may grant a temporary exemption from physical

education under either of the following conditions: (Education Code 51241)

1. The student is ill or injured and a modified program to meet his/her needs cannot be provided.
2. The student is enrolled for one-half time or less.

Two-Year Exemptions

With the student's consent, the Superintendent or designee may exempt a student from physical education courses for any two years during grades 10-12 provided that the student has satisfactorily met at least five of the six standards of the state's physical fitness test in grade 9. (Education Code 51241)

Permanent Exemptions

The Superintendent or designee may grant a permanent exemption from physical education to an individual student under any of the following conditions: (Education Code 51241)

1. Is 16 years of age or older; and has been enrolled in the 10th grade for one academic year or longer; and has passed both Course One and Course Two and/or; if the student has transferred from a school district that does not mandate two years of Physical Education for graduation;
2. The student is enrolled as a postgraduate student.
3. The student is enrolled in a juvenile home, ranch, camp, or forestry camp school with scheduled recreation and exercise sessions.

Other Exemptions

The Superintendent or designee may grant an exemption from physical education under the following special circumstances:

1. The student is in high school and is engaged in a regular school-sponsored interscholastic athletic program carried on wholly or partially after regular school hours. (Education Code 51242)

(cf. 6145.2 - Athletic Competition)

Additional Opportunities for Physical Activity

The Superintendent or designee shall develop strategies to supplement physical education instruction with additional opportunities for students to be physically active before, during, and after the school day.

- (cf. 1330.1 - Joint Use Agreements)
- (cf. 5142.2 - Safe Routes to School Program)
- (cf. 5148 - Child Care and Development Program)
- (cf. 5148.2 - Before/After School Program)
- (cf. 6145 - Extracurricular and Cocurricular Activities)
- (cf. 6145.5 - Student Organizations and Equal Access)

Program Evaluation

The Superintendent or designee shall annually report to the Board the results of the state physical fitness testing for each school and applicable grade level. He/she shall also report to the Board regarding the number of instructional minutes offered in physical education for each grade level, the number of two-year and permanent exemptions granted pursuant to Education Code 51241, and any other data agreed upon by the Board and the Superintendent or designee to evaluate program quality and the effectiveness of the district's program in meeting goals for physical activity.

- (cf. 0500 - Accountability)
- (cf. 6190 - Evaluation of the Instructional Program)

Board of Trustees
E

Instruction

Definitions

The following definitions are provided in the California Department of Education's (CDE) 2009 Physical Education Framework for California Public Schools.

Physical education is a sequential educational program that teaches students to understand and participate in regular physical activity for developing and maintaining physical fitness throughout their lifetimes, understand and improve their motor skills, enjoy using their skills and knowledge to establish a healthy lifestyle, and understand how their bodies work.

Physical activity is bodily movement that is produced by the contraction of skeletal muscle and that substantially increases energy expenditure, including exercise, sport, dance, and other movement forms.

Moderate physical activity is any activity which generally requires sustained, rhythmic movements and refers to a level of effort a healthy individual might expend while, for example, walking briskly, dancing, swimming, or bicycling on level terrain. A person should feel some exertion but should be able to carry on a conversation comfortably during the activity.

Vigorous physical activity is any activity which generally requires sustained, rhythmic movements and refers to a level of effort a healthy individual might expend while, for example, jogging, participating in high-impact aerobic dancing, swimming continuous laps, or bicycling uphill. Vigorous physical activity may be intense enough to result in a significant increase in heart and respiration rate.

Instructional Time

Minute Time Requirements for physical education are intended to ensure that physical education is an integral part of the educational program for all students.

For grades 7-12, Education Code 51222 requires that all students, except students excused or exempted pursuant to Education Code 51241, attend courses of physical education for at least 400 minutes each 10 school days.

When determining the number of instructional minutes, exclude time spent walking to and from class or engaging in other physical activity conducted outside the physical education instructional program, such as in regular classroom activities or before/after school programs.

Instruction in physical education shall be provided for a total period of time of not less than 400 minutes each 10 school days for students in grades 7-12. (Education Code

51210, 51222)

Students in grades 10-12 who have been granted a two-year exemption pursuant to Education Code 51241(b) shall be offered a variety of elective physical education courses of not less than 400 minutes each 10 school days. (Education Code 51222)

Students in grades 10-12 who have been granted a two-year or permanent exemption from physical education pursuant to Education Code 51241(b)(1) or (c) shall not be permitted to attend fewer total hours of courses and classes than they would have attended if enrolled in a physical education course. (Education Code 51241)

Physical Education Course Requirements

High schools must also provide opportunities for students to participate in elective physical education classes each year. (See High School Elective Physical Education Courses)

Professional Development

The district shall provide all qualified teachers of physical education with continuing professional development opportunities including, but not limited to; classroom management and instructional strategies designed to keep students engaged and physically active and to enhance the quality of physical education instruction and assessment.

(cf. 4131 - Staff Development)

(cf. 5121 - Grades/Evaluation of Student Achievement)

Teacher Credentialing

Special Skills Area Authorization

EC44258.7 (c) allows a teacher who has special skills and preparation outside of his or her credential authorization, and with his or her consent, to be assigned to teach an elective course in the area of special skills or preparation. This is contingent upon the assignment being first approved by a committee on assignments appointed by the District, and shall include an Intermediate or High School Physical Education Department Chair as a member of such committee. Assignments approved by the committee shall be for a maximum of one school year, but may be extended by action of the committee upon application by the school site administrator and the affected teacher. All initial assignments or extensions are to be approved prior to the assignment or extension. An “elective course” is defined for purposes of this section as a course other than English, mathematics, science, social studies, and Physical Education Courses One and Two and/or courses required for graduation by the district or State law.

Gender Equity in Physical Education Programs

Title IX of the Education Amendments of 1972 prohibits sex-based discrimination in education programs or activities receiving federal financial assistance.

Specifically, it states:

“No person in the United State shall, on the basis of sex be excluded from participating, be denied the benefits of, or be subjected to discrimination under any education program or activity receiving federal financial assistance...”

Current Title IX regulations generally prohibit single-sex classes or activities. The regulations state that schools must not provide any course or otherwise carry out any of its education programs or any activities separately on the basis of sex, or require or refuse participation by any of its students on such basis, including physical education classes. Title IX regulations recognize two categorical exceptions for specific types of classes that may be segregated by sex. Those exceptions are:

1. Physical education classes during which the purpose or major activity involves bodily contact, and;
2. Portions of classes in elementary and secondary schools that deal exclusively with human sexuality.

The current regulations also permit schools to group students in physical education classes and activity by ability as assessed by objective standards of individual performance developed and applied without regard to sex. However, participation in a particular physical education activity or sport, if required of students of one sex, shall be available to students of each sex.

While instruction in all physical education classes is coeducational, there is no prohibition against the grouping of students by ability during physical education activities when students are assessed by objective standards of individual performance without regard to sex and all students are involved in the same physical activity or conceptual learning experience at the same time.

Monitoring Moderate to Vigorous Physical Activity

To monitor whether students are engaged in moderate to vigorous physical activity for at least 50 percent of physical education class or session time, the Superintendent or designee may:

1. Develop methods to estimate the amount of time students spend in moderate to vigorous physical activity or the number of students who are inactive during physical education classes
2. Provide teachers of physical education courses with staff development, equipment and technology to assist them in planning and assessing the level of moderate to vigorous physical activity in their classes.

(cf. 4115 - Evaluation/Supervision)

Physical Fitness Testing

Education Code 60800 requires districts to administer a physical fitness test to students in grades 5, 7, and 9. The State Board of Education has designated FITNESSGRAM as the required Physical Fitness Test (PFT). Pursuant to 5 CCR 1041, this requirement also applies to students who attend schools that are on a block schedule and students who may not be enrolled in physical education classes during the annual assessment window.

During the annual PFT assessment window between the months of February (1) through May (31), all students in grades 5, 7, and 9 shall be administered the physical fitness test designated by the State Board of Education. (Education Code 60800; 5 CCR 1041) (cf. 6162.5 - Student Assessment).

School administrators shall work with the district and school PFT Coordinators and Physical Education Department Chairs to determine the 7th and / or 9th grade PFT assessment calendar at each school by no later than December 1.

The PFT assessment calendar dates for each school shall be included in the District's Assessment and Evaluation Testing Calendar. This PFT Assessment calendar will be given consideration when scheduling all physical education facilities that might be in use during the PFT and shall be distributed to all 7th and 9th grade instructors at each school site by no later than the end of the second quarter.) Additional administrative support shall be provided to the Physical Education Departments during the testing process as needed.

The Superintendent or designee may provide a make-up date for students who are unable to take the test based on absence or temporary physical restriction or limitations, such as students recovering from illness or injury. (5 CCR 1043) 5 CCR 1043.4 authorizes, but does not require, the district to designate a physical fitness test coordinator. If the district chooses to designate a test coordinator, his/her duties must include those described in 5 CCR 1043.4.

On or before November 1 of each school year, the Superintendent may designate an employee to serve as the district's physical fitness test coordinator and so notify the test contractor. The test coordinator shall serve as the liaison between the district and California Department of Education for all matters related to the physical fitness test. His/her duties shall be those specified in 5 CCR 1043.4, including, but not limited to, overseeing the administration of the test and the collection and return of all test data to the test contractor. (5 CCR 1043.4)

All 7th and 9th grade students shall be provided with their individual results after completing the physical fitness performance testing.

The Superintendent or designee shall report the aggregate results of the physical

fitness testing in the annual school accountability report card required by Education Code 33126 and 35256. (Education Code 60800)

Student PFT results may be reported via and shared delivered paper report, electronically, or orally as the student completes the testing and shall be included in his/her cumulative permanent record. (Education Code 60800; 5 CCR 1043.10, 1044) (cf. 5125 - Student Records)

Each student's PFT results shall also be made available to his/her parents/guardians as either a paper report or an electronic file.

(cf. 0510 - School Accountability Report Card)

Testing Variations

All students may be administered the state's physical fitness test with the following test variations: (5 CCR 1047)

1. Extra time within a testing day
2. Test directions that are simplified or clarified

All students may have the following test variations if they are regularly used in the classroom: (5 CCR 1047)

1. Audio amplification equipment
2. Separate testing for individual students provided that they are directly supervised by the test examiner
3. Manually Coded English or American Sign Language to present directions for test administration

Students with a physical disability and students who are physically unable to take the entire test shall undergo as much of the test as their physical condition will permit. (Education Code 60800; 5 CCR 1047)

Students with disabilities may be provided the following accommodations if specified in their individualized education program (IEP) or Section 504 plan: (5 CCR 1047)

1. Administration of the test at the most beneficial time of day to the student after consultation with the test contractor
2. Administration of the test by a test examiner to the student at home or in the hospital

3. Any other accommodation specified in the student's IEP or Section 504 plan for the physical fitness test

(cf. 6159 - Individualized Education Program)

(cf. 6164.6 - Identification and Education under Section 504)

Identified English learners may be allowed the following additional test variations if regularly used in the classroom: (5 CCR 1048)

1. Separate testing with other English learners, provided that they are directly supervised by the test examiner
2. Test directions translated into their primary language, and the opportunity to ask clarifying questions about the test directions in their primary language

Physical Education Class Size

It is the recommendation of the California State Board of Education, the California Department of Education, the National Association of State School Boards and the Centers for Disease Control and Prevention, that class size in physical education are comparable to class sizes in other subject areas. Large class sizes in any subject inhibit student learning, physical activity and student progress toward achieving grade level standards content knowledge and skills. Furthermore, large class sizes in a moving environment may create supervision and student safety liability issues. Schools should therefore, wherever possible, limit the size of classes in physical education to a maximum of 45 students.

Principals, Assistant Principals, Counselors and Physical Education Department Chairpersons should work together in balancing class sections and reducing class sizes.

Block Scheduling - Secondary School Waivers

It is the intent of the Education Code for schools to have daily physical education available in all grade levels with the equivalent of two years of physical education required for high school graduation. At the secondary level, when a school operates with an alternative bell schedule that does not provide for daily physical education instruction or meet the 400 minimum minutes of instruction every ten school days, the school and District must apply for a waiver of the requirements from the state.

To be granted the waiver, the school must meet all of the following waiver criteria:

1. Students are in physical education in a minimum of 18 weeks in 70-90 minute daily periods during the regular school year.
2. The District describes a method by which the school will monitor students' maintenance of personal exercise program during the weeks student is not participating in a physical education course.
3. The District provides evidence that alternate day scheduling for physical

education rather than alternate term scheduling has been thoroughly investigated. Reasons why alternate day scheduling will not work must be clearly explained.

4. The District provides information that shows the physical education program is aligned with the Physical Education Framework (Provides a sequential, articulated, age-appropriate program).

5. The District provides information that shows the physical education program (in a senior or four-year high school) is in compliance with the California Code of Regulations, Title 5, Article 3.1, 10060.

6. Students are prepared for and participate in the physical performance testing as specified in the California Education Code, 60800

High School Physical Education Program Content

Students in their high school physical education experience are to be exposed to a comprehensive and sequential physical education program. They are to be exposed to the eight core content areas that will provide them with a foundation of skills to experience several lifetime sports and physical activities they may be involved in for the rest of their lives. Students that experience the eight content areas meet the physical education goals and objectives as stated in the California Code of Regulations or the California Physical Education Framework. They would also be meeting all of the subject matter requirements of the state Physical Education Model Content Standards. The content areas for which each student must be evaluated on his or her progress are: 1) effects of physical activity upon dynamic health; 2) mechanics of body movement; 3) aquatics; 4) gymnastics and tumbling; 5) individual and dual sports; 6) rhythms and dance; 7) team sports; and 8) combatives.

Note that content areas 1 and 2 are interwoven within the content areas taught in High School Physical Education Course One (1) and High School Physical Education Course Two (2). Students need to have instruction, appropriate practice opportunity and time to be fairly evaluated on their progress toward being competent or proficient in the state content standards for their grade level. They also need to be afforded the opportunity of enough time and quality of experience in these core areas to develop competent or proficient skills in these areas. Even though the first two content areas, effects of physical activity upon dynamic health and mechanics of body movement, are threaded throughout all of the other six content areas, the content areas are to be equally divided in duration throughout the two years of mandated physical education classes.

High School Physical Education Course One

The Physical Education Model Content Standards for California Public Schools identifies this course as addressing the following content areas: Effects of physical activity upon dynamic health; mechanics of body movement; aquatics, dance/rhythms, individual activities, and dual activities.

High School Physical Education Course Two

The Physical Education Model Content Standards for California Public Schools identifies this course as addressing the following content areas: Effects of physical activity upon dynamic health; mechanics of body movement; combatives, gymnastics/tumbling, and team activities.

High School Graduation Requirements

Course 1 and 2

Beginning with the 1988-89 school year, no pupil shall receive a diploma of graduation from high school that, while in grades 9 through 12, inclusive, has not completed two courses in physical education, unless the pupil has been exempted.

All 9th grade students are to be enrolled in Physical Education Course One. Students must take Physical Education Course Two in the 10th, 11th or 12th grade as identified in the California Code of Regulations, Title 5, 10060. In addition to Course Two, students may enroll in an elective Physical Education course during 10th, 11th or 12th grade. These electives may consist of weight training, dance, yoga, combatives or other courses as approved by the Governing Board.

California Education Code (EC 51241) requires all 9th grade students to take and pass the FITNESSGRAM®, the California physical performance test or lose the two-year physical education exemption. As of July 1, 2007, all 9th grade students must pass five out of six tests in the Healthy Fitness Zone (HFZ) of the FITNESSGRAM® or they are required to take Course Two in their 10th grade year and continue to take appropriate physical education courses each year until they pass five out of the six tests.

After completing Course One and Course Two, and to avoid repeating identical content courses, students may, in their 11th and 12th grade years enroll in physical education elective courses that will provide them with the opportunity to practice for, take and pass the State Physical Fitness Test.

Elective physical education courses with appropriate identifying course numbers will be developed. Failure to pass the physical performance test does not alter a student's graduation status.

Credit from online Physical Education courses will not be accepted toward meeting district graduation requirements in Physical Education as they have not been shown to meet the stringent district and State Physical Education teacher credentialing, eight-component content area and 400 minute of instruction requirements of courses providing graduation credit. However, an approved on-line physical education course may be taken for elective course credit, once the two year physical education requirements of successfully completing Course One and Two have been met.

High School Marching Band Physical Education Course 1 and 2

Upon delivery, acceptance and approval of an updated and revised AUHSD Marching Band Physical Education Course 1 and 2 proposal (including a detailed course description; student learning outcomes based on the mandated content; curriculum map; appropriate assessment strategies; Unit and Lesson Plans), qualified 9-12th grade students shall have the option of enrolling in Marching Band Physical Education 1A/B or 2A/B, course of study that meets all mandated course content, minutes of instruction and instructor credentialing requirements and criteria of the AUHSD Board of Education; California Education Code; State and Federal laws pertaining to this area of instruction for credit towards graduation.

High School Athletics Physical Education Courses 1 and 2

Unless exempted from all Physical Education course requirements, all high school students, including student-athletes will successfully complete two-years of Physical Education course work as set forth in the "High School Graduation Requirements". Upon delivery, acceptance and approval of an updated and revised AUHSD Athletic Physical Education Course 1 and 2 proposal (including a detailed course description; student learning outcomes based on the 8 mandated content areas; a curriculum map; appropriate assessment strategies; Unit and Lesson Plans), qualified 9-12th grade students shall have the option of enrolling in a 6th period Athletic Physical Education 1A/B or 2A/B, course of study that meets all mandated course content, minutes of instruction and instructor credentialing requirements and criteria of the AUHSD Board of Education; California Education Code; State and Federal laws pertaining to this area of instruction for credit towards graduation. Qualified 9-12th grade students are those who are in-season and participating on a high school interscholastic athletic team.

High School Physical Education Elective Courses

The Anaheim Union High School District Board of Education has opted to exempt students from two of the four years of physical education resulting in the mandate of students enrolling in both Course One and Course Two core content physical education classes. By exempting students from the additional two years of physical education classes, District high schools are to offer for those exempted students a variety of physical education elective courses once Course One and Course Two have been completed. (EC 51222(b). These courses are offered to provide students with the opportunity to specialize in activities of their own choosing. Following a specific regimen and honing their skills, students are then able to develop a personalized plan to ensure a lifetime of fitness and physical activity. (Physical Education Framework for California Public Schools, Kindergarten through Grade Twelve, page 48)

These components are required in order for the course to meet minimum high school graduation requirements. To ensure that students have access to qualified teachers, only instructors with a Single Subject Credential in Physical Education, Standard Secondary Credential in Physical Education, or a special authorization or certification to teach physical education electives, may plan the physical education instructional program, deliver instruction, evaluate students, and assign grades in physical education elective courses (EC 44256).

Performance and Sports-Specific Physical Education Elective Courses

Upon delivery, acceptance and approval of an AUHSD Performance and Sports-Specific Physical Education Elective Course proposal (including a detailed course description; student learning outcomes based on the content; curriculum map; appropriate assessment strategies; Unit and Lesson Plans), qualified 9-12th grade students shall have the option of enrolling in a Performance and Sports-Specific Physical Education Elective course of study that meets all mandated course content, minutes of instruction and instructor credentialing requirements and criteria of the AUHSD Board of Education; California Education Code; State and Federal laws pertaining to this area of instruction for elective credit.

Independent Study in Physical Education

Independent study may be used to extend a student's education opportunities in physical education. However, Independent study may not be used as an alternative curriculum or as the exclusive means of course credit for the physical education graduation requirement as specified in the updated California Department of Education's Independent Study Operations Manual.

Students in independent study high school programs must meet District proficiency standards for graduation and the course content, assessment, evaluation, time requirements are at least equal to those imposed in the regular program. Schools will collaborate with the District Physical Education Coordinator and/or Training Specialist in developing independent study activities.

Temporary or Permanent Physical Education Exemptions

- Temporary exemption - Temporary exemption from participating in a physical education course may be granted (EC 51241) to a pupil if the pupil is one of the following:

1. Ill or injured and a modified program to meet the needs of the student cannot be provided.

2. Enrolled for one-half, or less, of the work normally required for fulltime pupils.

- Permanent exemption - Permanent exemption from participation in a physical education course may be granted if the pupil complies with any one of the following:

1. Is 16 years of age or older and has been enrolled in the 10th grade for one academic year or longer and has passed both Physical Education Course One and Course Two or if the student has transferred from a District that does not mandate two years of Physical Education for graduation;

2. Is enrolled as a postgraduate pupil;

3. Is enrolled in a juvenile home, ranch, camp, or forestry camp school where pupils are scheduled for recreation and exercise. This Pertains to the time the student is enrolled in these programs.

- Physical Education Exemption for Certain Pupils in Grades 12 – The provisions of EC 51246 indicate that the School Board may exempt any pupil enrolled in his or her last semester or quarter, as the case may be, of the 12th grade who, pursuant to EC 46145 (minimum required courses per semester or quarter and EC 46147 (exemption for certain 12th grade students to attend less than the minimum school day), is permitted to attend school less than 240 or 180 minutes per day, from attending courses of physical education. However, with the physical education exemption, a pupil may not attend school for more than 240 minutes per day to maintain the exemption.

Physical Education Service Delivery Options: Adapted and Related Physical Education Programs

All children, unless specifically excused or exempt, are required to participate in a physical education program (EC 51222 and EC 51241). The Individuals with Disabilities Education Improvement Act of 2004 (IDEA), and federal regulations define “special education” as specially designed instruction to meet the unique needs of a child with a disability, including instruction in the classroom and instruction in physical education (20 U.S.C. 1401 [29]; 34 C.F.R. 300.26). Like all special education, physical education should be provided in such a manner that promotes maximum interaction between children with disabilities and their non-disabled peers. California Code of Regulations, Title 5 section 3051.5, provides:

“Adapted physical education is for individuals with exceptional needs who require developmental or corrective instruction and who are precluded from participation in the activities of the general physical education program, modified general physical education program, or in a specially designed physical education program in a special class. Consultative services may be provided to pupils, parents, teachers, or other school personnel for the purpose of identifying supplementary aids and services or modifications necessary for successful participation in the regular physical education program or specially designed physical education programs.”

The Physical Education Framework For California Public Schools, 2009 (pg. 220-224); identifies the types of available physical education programs, the service delivery options available in physical education, the identification procedure for adapted physical education services, the criteria to consider for adapted physical education, the referral process, the assessment process and teacher credentialing authorizing the teaching of adapted physical education.

The following are the types of available physical education programs:

General Physical Education: Based on grade level physical education standards, District approved curriculum and instructional strategies, the general physical education program provides a full spectrum of movement activities, fitness, sports, and games that require no adaptation or modifications required for safe and successful participation. Many children with disabilities can participate in the general physical education program because their disability requires only minor adaptations, or does not affect their performance in physical education at all.

Modified Physical Education: Students with disabilities, which are temporary in nature, are not eligible for special education and/or related services as the disability will diminish significantly or will disappear over time. Some examples are broken bones, pulled ligaments and muscles, and infections. Since APE is a special education service, children with temporary disabilities are not eligible for APE services. However, some students with temporary disabilities may need modifications such as “no running,” “no contact sports,” or “use of crutches” as determined by a physician and in consultation with the parent and student to determine the extent to which a student may participate in the physical education program (5CCR 3051.5 (a))

Specially Designed Physical Education: Specially designed physical education is an instructional program based on the District’s Adapted Physical Education curriculum and designed for children with disabilities who are placed in a Special day Program and cannot benefit from participation in general physical education. Goals may or may not be identified for these students. An appropriately credentialed APE teacher and/or special day program teacher shall teach specially designed physical education for severely handicapped students. (5CCR 3051.5 (a))

The general classroom teacher, general physical education teacher, or special day program teacher should be aware of the goal(s) stated on the IEP and should reinforce skills taught by the APE teacher. The IEP team should indicate on the IEP how coordination would occur between school personnel. Adapted Physical Education is a physical education program for children with disabilities who have needs that cannot be solely met in general or specially designed physical education. It is taught by a credentialed adapted physical education teacher either independently, with or without aides, or in a team teaching situation with either a general or special educator.

Frequency and duration of services, and goals and objectives/ benchmarks, which are monitored by the APE teacher, are identified on the IEP.

Adapted Physical Education Collaborative Consultation

Collaborative consultation in and of itself is not a service. It is a process by which an APE teacher works with other members of the IEP team to plan individualized instruction. Collaborative consultation results in a program that is consistent with the curriculum, setting, and needs of the student and is coordinated with other services and educational activities in which the student participates.

Adapted Physical Education Collaborative Consultation could be identified on the IEP as a service that is provided on behalf of the student assists the student in participating in the less restrictive settings of general or specially designed physical education.

Additional Opportunities for Physical Activity

The Superintendent or designee shall implement strategies for increasing opportunities for physical activity outside the physical education program, which may include, but not be limited to:

1. Training recess and lunch supervisors on methods to engage students in moderate to vigorous physical activity

(cf. 1240 - Volunteer Assistance)
(cf. 4231 - Staff Development)
(cf. 5030 - Student Wellness)

2. Encouraging teachers to incorporate physical activity into the classroom

3. Establishing extracurricular activities that promote physical activity, such as school clubs, intramural athletic programs, dance performances, special events, and competitions

(cf. 6145 - Extracurricular and Cocurricular Activities)
(cf. 6145.5 - Student Organizations and Equal Access)

4. Incorporating opportunities for physical activity into before- or after-school programs and/or child care and development programs

(cf. 5148 - Child Care and Development Program)
(cf. 5148.2 - Before/After School Program)

5. Exploring opportunities for joint use of facilities or grounds in order to provide adequate space for students and community members to engage in recreational activities

(cf. 1330.1 - Joint Use Agreements)

6. Developing business partnerships to maximize resources for physical activity equipment and programs

(cf. 1700 - Relations Between Private Industry and the Schools)

7. Developing programs to encourage and facilitate walking, bicycling, or other active transport to and from school

(cf. 5142.2 - Safe Routes to School Program)

Board of Trustees

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STUDENT SUSPENSION**8704**

The Board of Trustees offers a program of education to prepare youth for citizenship and to create an awareness of the individual's responsibility for his/her own actions in accordance with the rules of socially accepted conduct.

Rules of discipline exist to ensure orderly, healthy, and productive environments in school and classroom, and should be designed and administered so that they promote self-discipline, civility, safety, and respect for self and others.

Generally, suspension is to be used only when other means of correction fail to bring about proper conduct, or for serious disruption of school activities. Suspension is considered a means of pointing out to parents or guardians and the pupil the seriousness of the pupil's misconduct.

The Board of Trustees shall prescribe rules not inconsistent with regulations prescribed by the State Board of Education, for the governance and discipline of the schools under its jurisdiction.

SUSPENSION: In accordance with the district's positive concept of discipline, the suspension of pupils is to be educational in nature and designed to enhance the pupil's adjustment and achievement in school.

"Suspension" means removal of a pupil from ongoing instruction for adjustment purposes. However, "suspension" does not mean any of the following (Education Code 48925):

- (1) Reassignment to another education program or class at the same school where the pupil will receive continuing instruction for the length of day prescribed by the governing board for pupils of the same grade level.
- (2) Referral to a certificated employee designated by the principal to advise pupils.
- (3) Removal from the class, but without reassignment to another class or program, for the remainder of the class period, without sending the pupil to the principal or principal's designee as provided in Section 48910, provided that such removal from a particular class occurs no more than once every five (5) school days.

"School day" means a day upon which the schools of the district are in session or weekdays during the summer session (Education Code 48925).

1.0 Reasons for Suspension

Suspension shall be imposed only when other means of correction fail to bring about proper conduct. However, a pupil, including an individual with exceptional needs, as defined in Section 56026, may be suspended for any of the reasons enumerated in Section 48900 upon a first offense, if the principal or superintendent of schools determines that the pupil violated subdivision (a) to (s) inclusive of Section 48900 or that the pupil's presence causes a danger to persons or property or threatens to disrupt the instructional process (Education Code 48900.5).

A pupil shall not be suspended from school or recommended for expulsion unless the superintendent or the principal of the school in which the pupil enrolled determines that the pupil has:

- (a)(1) Caused, attempted to cause, or threatened to cause physical injury to another person; or

- (a)(2) Willfully used force or violence upon the person of another, except in self-defense.
- (b) Possessed, sold, or otherwise furnished any firearm, knife, explosive, or other dangerous object unless, in the case of possession of any object of this type, the pupil had obtained written permission to possess the item from a certificated school employee, which is concurred in by the principal or the designee of the principal.
- (c) Unlawfully possessed, used, sold, or otherwise furnished, or been under the influence of, any controlled substance, listed in Chapter 2 (commencing with Section 11053) of Division 10 of the Health and Safety Code, an alcoholic beverage, or an intoxicant of any kind.
- (d) Unlawfully offered, arranged, or negotiated to sell any controlled substance listed in Chapter 2 (commencing with Section 11053) of Division 10 of the Health and Safety Code, an alcoholic beverage or an intoxicant of any kind, and then either sold, delivered, or otherwise furnished to any person another liquid, substance, or material and represented the liquid, substance, or material as a controlled substance, alcoholic beverage, or intoxicant.
- (e) Committed or attempted to commit robbery or extortion.
- (f) Caused or attempted to cause damage to school property or private property.
- (g) Stolen or attempted to steal school property or private property.
- (h) Possessed or used tobacco, or any products containing tobacco or nicotine products, including, but not limited to, cigarettes, cigars, miniature cigars, clove cigarettes, smokeless tobacco, snuff, chew packets, and betel, **and electronic nicotine delivering systems (ENDS) and/or electronic smoking devices (ESDs), with or without nicotine content, that mimic the use of tobacco products, such as: electronic cigarettes, electronic hookahs, vape pens, mods, and other vapor/aerosol-emitting devices.** However, this section does not prohibit use or possession by a pupil of his or her own prescription products.
- (i) Committed an obscene act or engaged in habitual profanity or vulgarity.
- (j) Unlawfully possessed or unlawfully offered, arranged, or negotiated to sell any drug paraphernalia, as defined in Section 11014.5 of the Health and Safety Code. **Student possession of electronic nicotine delivering systems (ENDS) and/or electronic smoking devices (ESDs) are increasingly reported for purposes of prohibited drug use and are**

therefore considered as drug paraphernalia.

- (k) Disrupted school activities or otherwise willfully defied the valid authority of supervisors, teachers, administrators, school officials, or other school personnel engaged in the performance of their duties.
- (l) Knowingly received stolen school property or private property.
- (m) Possessed an imitation firearm. As used in this section, "imitation firearm" means a replica of a firearm that is so substantially similar in physical properties to an existing firearm as to lead a reasonable person to conclude that the replica is a firearm.
- (n) Committed or attempted to commit a sexual assault as defined in Section 261, 266c, 286, 288, 288a, or 289 of the Penal Code or committed a sexual battery as defined in Section 243.4 of the Penal Code.
- (o) Harassed, threatened, or intimidated a pupil who is a complaining witness or witness in a school disciplinary proceeding for the purpose of either preventing that pupil from being a witness or retaliating against that pupil for being a witness, or both.
- (p) Unlawfully offered, arranged to sell, or sold the prescription drug Soma.
- (q) Engaged in, or attempted to engage in, hazing as defined in Section 32050.
- (s) A pupil who aids or abets, as defined in Section 31 of the Penal Code, the infliction or attempted infliction of physical injury to another person may suffer suspension, but not expulsion, pursuant to the provisions of this section. Except that a pupil who has been adjudged by a juvenile court to have committed, as an aider and abettor, a crime of physical violence in which the victim suffered great bodily injury or serious bodily injury shall be subject to discipline pursuant to subdivision (a).

SUSPENSION FOR SEXUAL HARASSMENT

In addition, a pupil may be suspended from school or recommended for expulsion if the superintendent or the principal of the school in which the pupil is enrolled determines that the pupil has committed sexual harassment as defined in Section 212.5. For the purposes of this chapter, the conduct described in Section 212.5 must be considered by a reasonable person of the same gender as the victim to be sufficiently severe or pervasive to have a negative impact upon the individual's academic performance or to create an intimidating, hostile, or offensive educational environment (Education Code 48900.2).

SUSPENSION FOR HATE VIOLENCE

In addition, a pupil may be suspended from school or recommended for expulsion if the superintendent or the principal of the school in which the pupil is enrolled determines that the pupil has caused, attempted to cause, threatened to cause, or participated in an act of hate violence, as defined in subdivision (e) of Section 233 of the Education Code (Education Code 48900.3).

SUSPENSION FOR HARASSMENT

In addition, a pupil may be suspended from school or recommended for expulsion if the superintendent or the principal of the school in which the pupil is enrolled determines that the pupil has intentionally engaged in harassment, threats, or intimidation, directed against school district personnel or pupils, that is sufficiently severe or pervasive to have the actual and reasonable expected effect of materially disrupting classwork, creating substantial disorder, and invading the rights of either school personnel or pupils by creating an intimidating or hostile educational environment (Education Code 48900.4).

SUSPENSION FOR TERRORISTIC THREAT

In addition, a pupil may be suspended from school or recommended for expulsion if the superintendent or the principal of the school in which the pupil is enrolled determines that the pupil has made terroristic threats against school officials or school property, or both. For the purposes of this section, "terroristic threat" shall include any statement, whether written or oral, by a person who willfully threatens to commit a crime which will result in death, great bodily injury to another person, or property damage in excess of one thousand dollars (\$1,000), with the specific intent that the statement is to be taken as a threat, even if there is no intent of actually carrying it out, which, on its face and under the circumstances in which it is made, is so unequivocal, unconditional, immediate, and specific as to convey to the person threatened, a gravity of purpose and an immediate prospect of execution of the threat, and thereby causes that person reasonably to be in sustained fear for his or her own safety or for his or her immediate family's safety, or for the protection of school district property, or the personal property of the person threatened or his or her immediate family (Education Code 48900.7).

Pupils may not be suspended for any of the acts enumerated above unless such act is related to school activity or school attendance occurring within a school under the jurisdiction of the superintendent or principal or occurring within any other school district. A pupil may be suspended for acts which are enumerated above and related to school activity or attendance which occur at any time, including but not limited to: (a) while on school grounds, (b) while going to or coming from school, (c) during the lunch period, whether on or off the campus, or (d) during or while going to or coming from a school-sponsored activity. Suspensions are not to be imposed against any pupil who is truant, tardy, or otherwise absent from assigned school activities.

Special Education Students: Individuals with exceptional needs enrolled in a special education program, i.e., having a current Individualized Education Program (IEP), are subject to suspension on the same grounds as regular education pupils (Education Code Sections 48900, 48900.2., 48900.3, 48900.4 and 48900.7). As with regular education pupils, suspension shall be imposed only when other means of correction fail to bring about proper conduct. The site administrator shall document efforts made to modify the unacceptable behavior (written documentation to confidential file).

ADDITIONAL REASONS FOR SUSPENSION/EXPULSION

Education Code 48915(a): Except as provided in subdivisions (c) and (e), the principal or the superintendent of schools shall recommend the expulsion of a pupil for any of the following acts committed at school or at a school activity off school grounds, unless the principal or superintendent finds that expulsion is inappropriate, due to the particular circumstance:

- (1) Causing serious physical injury to another person, except in self-defense.
- (2) Possession of any knife or other dangerous object of no reasonable use to the pupil.
- (3) Unlawful possession of any controlled substance listed in Chapter 2 (commencing with Section 11053) of Division 10 of the Health and Safety Code, except for the first offense for the possession of not more than one avoirdupois ounce of marijuana, other than concentrated cannabis.
- (4) Robbery or extortion.
- (5) Assault or battery, as defined in Sections 240 and 242 of the Penal Code, upon any school employee.

Education Code 48915(c): The principal or superintendent of schools shall immediately suspend, pursuant to Section 48911, and shall recommend expulsion of a pupil that he or she determines has committed any of the following acts at school or at a school activity off school grounds:

- (1) Possessing, selling, or otherwise furnishing a firearm. This subdivision does not apply to an act of possessing a firearm if the pupil had obtained prior written permission to possess the firearm from a certificated school employee, which is concurred in by the principal or the designee of the principal. This subdivision applies to an act of possessing a firearm only if the possession is verified by an employee of a school district.

- (2) Brandishing a knife at another person.
- (3) Unlawfully selling a controlled substance listed in Chapter 2 (commencing with Section 11053) of Division 10 of the Health and Safety Code.
- (4) Committing or attempting to commit a sexual assault as defined in subdivision (n) of Section 48900 or committing a sexual battery as defined in subdivision (n) of Section 48900.
- (5) Possession of an explosive.

2.0 Class Suspension by Teachers

A teacher may suspend any pupil from his/her class, for any of the acts enumerated in 1.0 of this policy (Education Code 48900) for the day of the suspension and the day following. The teacher shall immediately report the suspension to the principal, or the principal's designee, of the school and send the pupil to the principal, or the principal's designee, for appropriate action. As soon as possible, the teacher shall ask the parent or guardian of the pupil to attend a parent-teacher conference regarding the suspension. Whenever practicable, a school counselor or a school psychologist shall attend the conference. A school administrator shall attend the conference if the teacher or the parent or guardian so requests. The pupil shall not be returned to the class from which s/he was suspended, during the period of suspension, without the concurrence of the teacher of the class and the principal, or the principal's designee (Education Code 48910).

A pupil suspended from a class shall not be placed in another regular class during the period of suspension. However, if the pupil is assigned to more than one class per day, this subdivision shall apply only to other regular classes scheduled at the same time as the class from which the pupil was suspended (Education Code 48910).

A teacher may also refer a pupil, for any of the acts enumerated in 1.0 of this policy, (Education Code 48900) to the principal, or the principal's designee, for consideration of a suspension from the school.

- 2.1 The teacher will complete a referral form documenting the circumstances, stating that the teacher has suspended the pupil.
- 2.2 The pupil will remain under the administrator's supervision until the end of the period.

- 2.3 On the day of the suspension, the teacher will attempt to set up a conference with the parent or guardian of the pupil regarding the suspension. The attempt(s) to set up the conference will be continued until the conference is accomplished.
- 2.4 The principal or his/her representative will mail a letter to the parent stating that the pupil was suspended from a specific class at the request of a specific teacher for a specified period of time and the reason for suspension.
- 2.5 The principal or his/her designee or the teacher may request a meeting following the conference to discuss the case.
- 2.6 Teachers who suspend a student from the teacher's class for committing an obscene act or engaging in habitual profanity pursuant to Education Code Section 48900(i) or for disrupting school activities or otherwise willfully defying the authority of a school employee pursuant to Education Code Section 48900(k) may suspend a student for the day of the offense and the day following. If the teacher wishes to require the parent or guardian of the pupil to attend the student's class upon the student's return or within ten (10) school days of when the student returns pursuant to Education Code Section 48900.1, the teacher shall notify the principal or the principal's designee in writing that the teacher wishes to require the attendance of the parent or guardian on the date of the student's return from suspension or within ten (10) days of the student's return from suspension in addition to the parent/teacher conference.
 - 2.6.1 Upon receiving written notice from the teacher that the teacher requests the attendance of the parent or guardian in the student's class following suspension, the principal shall, within two (2) school days, send written notice to the parent or guardian stating that pursuant to Education Code Section 48900.1, the teacher may require the parent or guardian to attend the student's class upon the student's return or within ten (10) school days of the student's return. The notice should also state that the parent or guardian after completing the classroom visitation and before leaving the school site, shall meet with the school principal or the principal's designee regarding the suspension.

2.6.2 The principal or the principal's designee shall also contact the parent or guardian by telephone requesting the parent or guardian to attend school upon the date of the student's return from suspension or within ten (10) school days from the student's return from suspension. The teacher of any class from which a student is removed shall require the student to complete any assignment and tests missed during the removal (Education Code 48913(a)).

3.1 School Suspension by Principal or Designee

The principal of the school, the principal's designee, or the superintendent, may suspend a pupil from the school for any of the reasons enumerated in Sections 48900, 48900.2, 48900.3, 48900.4 and 48900.7 and pursuant to Section 48900.5, for no more than five (5) consecutive school days.

3.2 Suspension by the principal, the principal's designee, or the superintendent, shall be preceded by an informal conference which is conducted by the principal, or the principal's designee, or the superintendent, between the pupil, and whenever practicable, the teacher or supervisor or school employee who referred the pupil to the principal, or the principal's designee, or the superintendent. At the conference the pupil shall be informed of the reason for the disciplinary action and the evidence against him/her and shall be given the opportunity to present his/her version and evidence in his/her defense.

3.3 A principal, or the principal's designee, or the superintendent, may suspend a pupil without affording the pupil an opportunity for a conference only if the principal, or the principal's designee determines that an emergency situation exists. The term "emergency situation" as used in this article, means a situation determined by the principal, or the principal's designee, to constitute a clear and present danger to the lives, safety, or health of pupils or school personnel. If a pupil is suspended without a conference prior to suspension, both the parent and the pupil shall be notified of the pupil's right to such a conference, and the pupil's right to return to school for such purpose. The conference shall be held within two

(2) school days, unless the pupil who waives this right is physically unable to attend for any reason including, but not limited to, incarceration or hospitalization. The conference shall then be held as soon as the pupil is physically able to return to school for the conference.

- 3.4 At the time of suspension, a school employee shall make a reasonable effort to contact the pupil's parent or guardian in person or by telephone. A school employee shall notify, in writing, the parent or guardian of the suspended pupil. The notice shall be, insofar as is practicable, in the primary language of the pupil's parent or guardian. The notice shall contain each of the following:
- 3.4.1 a statement of the facts leading to the decision to suspend;
 - 3.4.2 the date when the pupil will be allowed to return to school;
 - 3.4.3 a statement of the right of the pupil or parent to request a meeting with the superintendent, or the superintendent's designee, pursuant to Section 48914;
 - 3.4.4 a statement of the parent's or the pupil's right to have access to the pupil's records as provided by Section 49069;
 - 3.4.5 a request that the parent or guardian attend a conference with school officials regarding the pupil's behavior, including notice that state law requires parents or guardians to respond to such request without delay.
- 3.5 A school employee shall report the suspension of such pupil, including the cause therefore, to the Board of Trustees of the school district or to the district superintendent in accordance with the regulations of the Board of Trustees.
- 3.6 The parent or guardian of any pupil shall respond without delay to any request from school officials to attend a conference regarding his/her child's behavior. No penalties may be imposed on a pupil for failure of the pupil's parent or guardian to attend a conference with school officials. Reinstatement of the suspended pupil shall not be contingent upon attendance by the pupil's parent or guardian at such conference.

- 3.7 Except as provided in Section 48903, subdivision (g) of Section 48911 and in Section 48912 the total number of days of suspension from school for any pupil shall be limited to 20 school days in one school year, provided that, if a pupil for adjustment purposes is transferred to, or enrolled in, another regular school, an opportunity class in his/her school of residence, an opportunity school or class, or a continuation education school or class, additional days of suspension from school following such reassignment are limited to ten in one school year, for a total of no more than 30 days of suspension in one school year. However, this restriction on the number of days of suspension does not apply when the suspension is extended pending an expulsion (Education Code 48903 and 48912).

Individuals with exceptional needs and students with disabilities pursuant to Section 504 of the Rehabilitation Act are also subject to the procedures and limitations set forth in Section 3.11 of these regulations.

- 3.8 In case where expulsion from any school or suspension for the balance of the semester from continuation school is being processed by the Board of Trustees, the school district superintendent or other person designated by her/him in writing may extend the suspension until such time as the Board of Trustees has rendered a decision in the action pursuant to Section 48918; provided, that Local School Placement Committee (LSPC), acting on behalf of the superintendent, has determined, following a meeting in which the pupil and the pupil's parent or guardian are invited to participate, that the presence of the pupil at the school or in an alternative school placement would cause a danger to persons or property or a threat of disrupting the instructional process. If the pupil, or the pupil's parent or guardian, has requested a meeting to challenge the original suspension pursuant to Section 48914, the purpose of the meeting shall be to decide upon the extension of the suspension order under this section and may be held in conjunction with the initial meeting on the merits of the suspension. Individuals with exceptional needs and students with disabilities pursuant to Section 504 of the Rehabilitation Act are subject to the procedures and limitations set forth in Section 3.11 of these regulations. The procedures provided for in Section 3.0 *et. seq.* of AUHSD Board Policy 8705 for individuals with exceptional needs must be completed prior to the commencement of expulsion proceedings or suspensions for more than 10 consecutive school days, or where a significant change of placement may occur.

- 3.9 A suspended pupil shall be allowed to complete all assignments and tests missed during the suspension which can be reasonably provided and, upon satisfactory completion, shall be given full credit therefore. The teacher of any class from which a pupil is suspended shall determine what assignments the pupil must make up and what period of time the pupil will have to complete such assignments. The tests and assignments shall be reasonably equivalent to, but not necessarily identical to, the tests and assignments which the pupil missed during the suspension.
- 3.10 Review of the principal's decision to suspend
- 3.10.1 If suspension is ordered by a principal, or a principal's designee, pursuant to Section 48911, the pupil or the pupil's parent or guardian shall have the right, no later than five (5) school days after the discipline has been assigned, to make a written request, after conferencing with the principal, for meeting with the superintendent or designee to review the principal's decision to suspend. The meeting shall be held within three (3) to five (5) school days of the time such request is received in the Assistant Superintendent of Administrative Services' Office (AUHSD Board Policy 8700, Section G, Appeal Process).
- 3.10.2 The meeting with the District Administrative Panel shall be conducted in the following manner:
- 3.10.2.1 The panel shall review all written documents in the case.
- 3.10.2.2 A pupil may designate a representative to be present at the meeting, but such representative shall not act as legal counsel for the pupil unless legal counsel is present to represent the school district.
- 3.10.2.3 The pupil may address the panel on the evidence and the appropriateness of the penalty.
- 3.10.2.4 The panel shall determine if there was sufficient evidence to find that the alleged violation occurred and whether the penalty imposed was appropriate for the violation.
- 3.10.2.5 The panel shall render their decision in writing.

3.10.2.6 If the panel determines that the pupil has not committed an act set forth in 1.0, all records and documentation regarding the disciplinary proceedings and suspension shall be immediately destroyed, and no information regarding the meeting shall be placed in the pupil's record or file or communicated to any person not directly involved in the disciplinary proceedings.

3.10.2.7 If the panel determines that the penalty imposed was inappropriate for the violation, all records and documentation concerning suspension shall be revised to indicate only the facts leading to the penalty imposed.

3.11 Review of the District Administrative Panel's decision to suspend

3.11.1 A review of the District Administrative Panel's decision may be made, in writing, to the Board of Trustees. Once an appointment is made to meet with the Board, failure to attend or arrival after the set time will result in an automatic denial of the appeal. The decision of the Board of Trustees is final.

3.12 For the purpose of this section, a "principal's designee" is any one or more administrators, or if there is not a second administrator at a school site, a certificated person, specifically designated by the principal, in writing, to assist with disciplinary procedures. The principal may designate only one such person at a time as the principal's primary designee for the school year. The name of such person shall be on file in the principal's office and at the District office.

A second person meeting the requirements of this subdivision may be designated by the principal, in writing, to act for the purposes of this article when both the principal and the principal's primary designee are absent from the school site. The name of the person shall be on file in the principal's office and at the District Office.

3.13 Special Education Students. Individuals with exceptional needs and students with disabilities pursuant to Section 504 of the Rehabilitation Act and Title II of Americans with Disabilities Act of 1990 are subject to suspension on the same grounds and in conformance with the same procedures as non-disabled students, with the following exceptions:

3.13.1 Individuals with exceptional needs and students with disabilities may not be suspended from school for more than 10 consecutive school days nor may they be suspended through a series of suspensions of ten days or more which create a pattern or practice which constitutes a significant change in placement unless the student first receives the procedural protections outlined in this section. The determination of whether a series of suspensions constitutes a significant change in placement must be made on a case-by-case basis. Among the factors that should be considered in determining whether a series of suspensions has resulted in a significant change in placement are the length of each suspension, the proximity of the suspensions to one another, and the total amount of time the student is suspended from school.

3.13.1.1 Individuals with exceptional needs may be suspended for up to, but not more than, 10 consecutive school days if he or she poses an immediate threat to the safety of himself or herself or others. In the case of a truly dangerous child, a suspension may exceed 10 consecutive schooldays, or the pupil's placement may be changed, or both, if either of the following occurs: (1) The pupil's parent or guardian agrees. (2) A court order so provides (Education Code 48911(b)).

3.13.1.2 Suspensions which constitute a significant change in placement must be preceded by the following:

3.12.1.2.1 Notice to the parent(s) or guardian(s) of the intent to complete an evaluation or pre-expulsion assessment of the student.

3.12.1.2.2 Complete an evaluation of the student in accordance with Title 34 of the Code of Federal Regulations, Section 104.35.

- 3.12.1.2.3 Conduct a meeting to interpret the evaluation and review other sources of information pursuant to Title 34 of the Federal Code of Regulations, Section 104.35(c). The purpose of the meeting shall be to determine if the misconduct was caused by, or was a direct manifestation of, the pupil's identified disability, and the appropriateness of the student's placement. If the meeting determines that the misconduct was caused by, or was a direct manifestation of the student's disability, then the team must determine whether the student's current educational placement was appropriate. If the determination is that the placement was not appropriate, the student may not be suspended and must be provided an appropriate educational placement. If the meeting determines that the misconduct was not caused by, nor was a direct manifestation of the student's disability, the student may be suspended from school in the same manner as similarly situated non-disabled students.
- 3.12.2 When a suspension occurs which constitutes a significant change in the placement of a disabled student, the student and his or her parent or guardian are entitled to the procedural protections set forth in Title 34 of the Code of Federal Regulations, Section 104.36, including, notice, an opportunity to examine records, an impartial hearing, and a review procedure.
- 3.13 A student identified as an individual with disabilities pursuant to the Individuals With Disabilities Education Act is subject to the same grounds for suspension and expulsion which apply to regular education students. The district provides procedural safeguards to "non-identified" students if it is determined the district has knowledge that the student was disabled before the behavior occurred (Title 20 of the United States Code, Section 1415 (k)).

If it is determined that the district did not have knowledge that the student was disabled, then the student shall be disciplined in accordance with procedures established for students without disabilities (Title 20 of the United States Code, Section 1415).

When traditional disciplinary measures such as counseling, detention or restriction of privileges fail to diffuse a dangerous or disruptive special education student, school officials can suspend the student for up to, but not more than, ten (10) consecutive days to the extent such alternatives would be applied to students without disabilities (Title 20 of the United States Code, Section 1415).

The superintendent or designee may suspend a student with disabilities for up to five (5) schooldays for a single incident of misconduct, and for up to twenty (20) schooldays in a school year. If the student is transferred to another school or alternative education program, the student may be suspended for up to thirty (30) schooldays in a school year, but still no more than five (5) days for a single incident of misconduct, unless the student is suspended by the governing board pursuant to Education Code 48912 (Expellable Offenses) (Education Code 48903 and 48911).

If the student poses an immediate threat to the safety of himself/herself or others, the superintendent or designee may suspend the student for up to, but not more than, ten (10) consecutive days (Education Code 48911).

A student with a disability may be placed in an appropriate interim alternative education setting when he/she commits one of the following acts (Title 20 of the United States Code, Section 1415):

1. Carries a weapon to school or to a school function.
2. Knowingly possesses or uses illegal drugs while at school or a school function.
3. Sells or solicits the sale of a controlled substance while at school or a school function.

The student may not be placed in the interim educational setting for more than forty-five (45) days, or until the conclusion of any due process hearing proceedings requested by the parent/guardian (Title 20 of the United States Code, Section 1415).

Either before or not later than ten (10) days after a student has been suspended for more than ten (10) days or placed in an alternative education setting, the district shall convene an IEP team meeting to conduct a functional behavior assessment and complete a behavioral intervention plan. If the student already has a behavioral intervention plan, the IEP team shall review the plan and modify it as necessary to address the behavior (Title 20 of the United States Code, Section 1415).

A "manifestation determination" is required when a district wishes to remove a student from his or her educational placement for more than ten (10) schooldays. The district will conduct both a "manifestation determination" (IEP hearing) and a "pre-expulsion assessment" before expelling a special education student.

Cross References:

Anaheim Union High School District Board Policy
8700 Student Discipline

Legal References:

Education Code

48900 *et.seq.* Suspension and Expulsion
Parental Attendance
Suspension for Sexual Harassment
Suspension for Hate Violence
Suspension and Expulsion (for Harassment)
Suspension
48900.7 Suspension and Expulsion (for Terroristic Threat)
48902 Reporting Crimes to Law Enforcement
48903 Suspension; Maximum Number of Days
48910 Teacher's Right to Suspend Student from Class
48911 Suspension; Notifications
48912 Governing Board Suspension
48913 Completion of missed assignments
48914 Meeting with Parents
48918 Expulsion
48925 Definitions
49069 Rights of Parents
56026 Special Education

- Health and Safety Code, Chapter 2, Division 10.
 - 11014.5 California Uniform Controlled Substances Act
 - 11053 Controlled Substances List
- Rehabilitation Act of 1973
 - Section 504
- Code of Federal Regulations, Title 34
 - 104.35 Evaluation and Placement
 - 104.36 Procedural Safeguards
- American's With Disabilities Act of 1990, Title II
- United States Code, Title 20
 - 1415 Procedural Safeguards
- Penal Code
 - 243.4 Sexual Offenses
 - 245 Assault With a Deadly Weapon
 - 261 Rape
 - 266 Prostitution
 - 286 Sodomy
 - 288 Lewd or Lascivious Acts
 - 289 Sexual Acts Against Person's Will
 - 626.9 Gun-Free School Zone Ace of 1995
 - 626.10 Weapons on School Grounds

Board of Trustees

September I, 1983

Revised: March 26, 1987

Revised: July 12, 1990

Revised: July 1993

Revised: September 1993

Revised: September 1995

Revised: September 1997

Revised: September 1998

References Reviewed: December 2003

Revised: September 2005

A

GUIDELINES FOR CLASS SUSPENSION BY TEACHER

_____		_____	_____	_____
Suspending Teacher		Date	Student	Grade
_____		_____	_____	_____
Class		Period	Home Phone	Work Phone
Class Behavioral Report				
_____	_____	_____	_____	_____
Date	Teacher	Offense	Action Taken	Results
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

Class suspension by teacher--for the day of offense plus following day. The pupil shall not be returned to the class from which s/he was suspended during the period of suspension, without the concurrence of the teacher of the class and the principal.

_____ Student to remain under supervision of _____ (Counselor) _____ (A.P.)
for appropriate action.

_____ Teacher contacted parent or guardian for conference regarding infraction. Attempts to set up conference will continue until conference is accomplished.

_____ Letter mailed to parent stating class student was suspended from, by whom, reason, and duration of suspension.

_____ Parent conference set up for _____ (Date), _____ (Time).

Results of Conference:

**SAMPLE LETTER
FOR
TEACHER REQUESTING A PARENT
TO ATTEND SON/DAUGHTER'S CLASS**

Parent Name
Street Address
City, State, Zip

Re: (Student Name), Grade _____

Dear Mrs. Doe:

On _____, 20 , (teacher's name), your child's (subject) teacher, suspended your student for that day and the following day for (i.e., habitual profanity or willfully defying the authority of a school employee).

(Teacher's name) has requested that you attend a parent/teacher conference regarding the suspension. (Teacher's name), pursuant to Education Code Section 48900.1 has requested that you attend your student's (subject) class on _____, 20 , or within ten (10) school days thereafter.

Pursuant to Education Code Section 48900.1, a teacher has the authority to require a parent or guardian to attend the child's class. The employer of the parent is prohibited by law from retaliating or discriminating against a parent who attends the child's class.

It is also requested that you meet with me (or the principal's designee) following your classroom visitation to discuss the suspension.

Please contact (teacher's name) to arrange a parent/teacher conference and your attendance in his/her classroom.

Thank you very much.

Very truly yours,

(Principal)

STUDENT SUSPENSION

8704-R

APPENDIX III

CHECKLIST FOR SCHOOL SUSPENSION BY ADMINISTRATORS

_____	_____	_____	_____
Student	Date	Home Phone	Work Phone
_____	_____	_____	
Referring Teacher	Administrator	Date of Suspension	
_____		_____	
Offense or Infraction:		Prior Suspension – Number of Days	

Date and Initial

- _____ 1. Conference with student held informing student of reason for action, evidence against him/her, and opportunity given to present his/her version and evidence in his/her defense.
- _____ 2. Suspension without student conference if "emergency situation" exists. (A clear and present danger to the lives, safety, or health of pupils or school personnel.)
- _____ 3. If student is suspended under emergency situation, a conference shall be held as soon as practicable but no later than 2 schooldays from the time the suspension is ordered. (Pupil may waive this right or may be physically unable to attend for any reason, including but not limited to, incarceration or hospitalization. In this event, the conference shall be held as soon as the pupil is physically able to return to school for the conference.)
- _____ 4. Attempt to contact parent made and documented. If contact cannot be made, pupil shall remain at school until the end of his/her regular day.
- _____ 5. A school employee shall notify, in writing, the parent or guardian of the suspended pupil.
- _____ 6. At the time of suspension, reasonable effort to contact parents in person or by telephone to communicate directly the information contained in written notice. The notice shall contain the following:

- _____ 7. Statement of facts leading to decision to suspend pupil.
- _____ 8. Date pupil is allowed to return to school.
- _____ 9. Statement of rights to request meeting with the Superintendent or his/her designee regarding suspension (Education Code Section 48914).
- _____ 10. Statement of rights to have access to the pupil's records (Education Code 49069).
- _____ 11. Notice that state law requires parents or guardians to attend, without delay, a conference with school officials regarding pupil's behavior.
- _____ 12. A suspended pupil shall be allowed to complete all assignments and tests missed during suspension, which can be reasonably provided, and upon satisfactory completion shall be given full credit therefore.
- _____ 13. Within 24 hours a report of the suspension, including the cause therefore, shall be forwarded to the office of the Assistant Superintendent of Administrative Services.
- _____ 14. The principal or designee shall notify by telephone or in writing the appropriate law enforcement authorities of any acts of the student which may violate subdivision (c) or (d) of Education Code Section 48900; which involves possession or sale of narcotics/controlled substances or a violation of Section 626.9, possession of firearms, or 626.10, possession of weapons, of the Penal Code.
- _____ 15. Prior to suspension of any pupil for committing acts which may violate Section 245 of the Penal Code (assault with a deadly weapon or by force likely to produce great bodily injury, the principal or designee shall notify appropriate law enforcement authorities.

Suspensions shall not exceed 5 consecutive schooldays or to the end of the semester, whichever comes first, unless an expulsion is being processed. Suspensions shall not exceed a maximum of 20 days for the school year, unless the student is transferred to another school, then the maximum is 30 days for the school year.

CHECKLIST FOR SUSPENSION/EXPULSION OF STUDENTS WITH DISABILITIES

- _____ 1. For special education students additional due process procedures are followed in addition to the usual district procedures for expulsion.
- _____ 2. Students with disabilities are not suspended for more than 10 consecutive days.
- _____ 3. A pre-expulsion IEP meeting is held for special education students who are being considered for expulsion.
- _____ 4. A pre-expulsion assessment is conducted, either with or without the written consent of the parent.
- _____ 5. A student with disabilities is only considered for expulsion if: the IEP team first determines that the student is in an appropriate education placement and that the misconduct is not a direct manifestation of the student's disability.
- _____ 6. If a student with disabilities poses a serious, direct threat to the safety of others, the student's placement is changed either with parent permission or by means of a court order obtained by the district.
- _____ 7. When the number of days of suspension for a student exceeds 10 days the IEP team is convened to consider providing related services such as counseling, behavior intervention strategies, and a possible change of program.
- _____ 8. Parent requests for an extension of up to 3 school days for the pre-expulsion IEP meeting are granted.
- _____ 9. Once the IEP team determines that a special education student can be considered for expulsion, the expulsion process used is exactly the same as for other students in the district.
- _____ 10. An expelled student with disabilities receives special education and related services designed by the IEP team to meet his/her unique needs outside the public school setting. (Such schooling may occur in a community school, in the home or in another setting as the IEP team may designate.)
- _____ 11. Students with disabilities are not suspended for more than 20 cumulative school days in a single school year (except under certain, specific circumstances).

Anaheim Union High School District
Notice of Suspension

Date of Incident:
School:

Parent/Guardian Name:
Address:
Student Name:
Date of Birth:
Grade:

Your student is suspended for _ days for an incident
violating Section _ of Education Code 48900:
violating Education Code 48900.2:
violating Education Code 48900.3:
violating Education Code 48900.4:
violating Education Code 48900.7:
-
-

Your student may return to school on mm/dd/yy.

Reason for suspension (narrative):
-

Date of informal conference prior to suspension: mm/dd/yy.

State law requires parental participation in conference and that parents or guardians are to respond to such request without delay; therefore, a conference is requested on or before: mm/dd/yy.

If you have questions, please call:

Administrator's Name:
Title:
Phone:

Signature of Administrator: _____

Signature of Principal or Designee: _____

We would like to advise you that it is the policy of the Board of Trustees that a suspended pupil:

- 1. Shall have the right to request a hearing before the District Administrative Hearing Panel.
- 2. Shall have the right to have access to his/her records.
- 3. Shall not be allowed to loiter on or around any school grounds.
- 4. Shall not be allowed to participate in any school activities.

EC 48900 (r) A pupil may not be suspended or expelled for any of the acts enumerated unless that act is related to school activity or school attendance occurring within a school under the jurisdiction of the superintendent or principal or occurring within any other school district. A pupil may be suspended or expelled for acts that are enumerated in this section and related to school activity or attendance that occur at any time, including, but not limited to, any of the following:

- 1. While on school grounds.
- 2. While going to or coming from school.
- 3. During the lunch period whether on or off the campus.
- 4. During, or while going to or coming from, a school sponsored activity.

EC 48900 (t) As used in this section, "school property" includes, but is not limited to, electronic files and databases.

EC 48900 (u) A superintendent or principal may use their discretion to provide alternatives to suspension or expulsion, including, but not limited to, counseling and an anger management program, for a pupil subject to discipline under this section.

EC 48900 (v) It is the intent of the Legislature that alternatives to suspensions or expulsions be imposed against any pupil who is truant, tardy, or otherwise absent from school activities.

Form 583-Revised 7/03

STUDENT DISCIPLINE**8700**

The Board of Trustees of the Anaheim Union High School District, in support of the aims of public education, believes that the behavior of students attending public schools shall reflect the standards of good citizenship expected of members in a democratic society. It shall be the policy of the district to carry on with those rules necessary for a good educational program in a teaching and learning atmosphere that is conducive to the development of sound study habits. The Board of Trustees believes also, that while education is a right of American youth, it is not an absolute right. It is qualified first, by eligibility requirements and secondly, by performance requirements. The latter requirement refers to the positions of judiciary that speaks of education as a limited right or a privilege; that is, should the pupil fail to perform those duties required of him/her upon attendance in public school, s/he may then be excluded from school.

If the process of education is to be successful, there must exist a cooperative effort between student, home, and school. All members of this team must execute their own specific duties and responsibilities with skill and efficiency if the process is to be effective. A major responsibility of our endeavor shall be to educate our students in good learning skills and in attitudes of good citizenship that will cause them to be considerate of the welfare of their own fellow students and be law-abiding with respect to the rules and regulations of the school and the state. It shall be the intent and purpose of these rules and regulations to foster and to approve those standards of good conduct that assure continuity of classwork without disruption, protect the school and community against disorder, and ensure the rights and welfare of others.

It shall be the responsibility of each employee to understand all rules of conduct and to share in the duty of communicating these rules to the pupils of the district. The rules of conduct shall be fair, reasonable, and necessary for the operation of the school. Each employee shall assume his or her responsibility for the consistent enforcement of these rules of conduct throughout the entire district, upon the local campus, and within the individual teaching stations.

Discipline is not always punitive in nature. In many cases, a counseling session will bring about a positive change in behavior. It should be the goal of all administrators, counselors, teachers, and parents to exhaust all resources available to develop a positive change in attitude and behavior in the student prior to imposing punitive means of discipline.

SECTION A**GENERAL RESPONSIBILITIES**

In addition to the numerous unwritten duties and responsibilities which students, home, and school alike have been traditionally obligated to perform, there can be found many code sections which describe certain specific duties and responsibilities which must be carried out. A number of these have been selected and included in this section of the policy.

I. DUTIES AND RESPONSIBILITIES OF EMPLOYEES**A. Report of Assault by Pupils Against School Employee: Failure a Misdemeanor**

1. Whenever any employee of a school district or of the office of a county superintendent of schools is attacked, assaulted, or menaced, by any pupil, it shall be the duty of such employee, and the duty of any person under whose direction or supervision such employee is employed in the public school system who have knowledge of such incident, to promptly report the same to the appropriate law enforcement authorities of the county or city in which the same occurred. Failure to make such report shall be a misdemeanor punishable by a fine of not more than two hundred dollars (\$200.00).
2. Compliance with school district governing board procedures relating to the reporting of, or facilitation of reporting of, the incidents specified in subdivision (a) shall not exempt a person under a duty to make the report prescribed by subdivision (a) from making such a report.
3. A member of the governing board of a school district, a county superintendent of schools, or an employee of any school district or the office of any county superintendent of schools, shall not directly or indirectly inhibit or impede the making of the report prescribed by subdivision (a) by a person under a duty to make such report. Such an act to inhibit or impede the making of such a report shall be a misdemeanor, and shall be punishable by a fine of not less than one hundred dollars (\$100.00) or more than two hundred dollars (\$200.00).
4. Neither the governing board of a school district, a member of the governing board, a county superintendent of schools, nor an employee of a school district or of the office of any county superintendent of schools shall impose any sanctions against a person under a duty to make the report prescribed by subdivision (a) for making such a report. (Education Code Section 44014)

B. Notification of Law Enforcement Authorities of Certain Acts by Students:

1. The principal of a school or the principal's designee shall, prior to the suspension or expulsion of any pupil, notify the appropriate law enforcement authorities of the county or city in which the school is situated, of any acts of the student which may be in violation of Section 245 of the Penal Code. (Education Code Section 48902 (a))

2. The principal or the principal's designee shall notify law enforcement authorities about any student possession of weapons and any acts of assault by a student with a firearm or other deadly weapon or instrument. (Education Code Section 48902, Penal Code Sections 245, 626.9, 626.10)
 3. The principal of a school or the principal's designee shall, within one (1) schoolday after suspension or expulsion of any pupil, notify, by telephone or any other appropriate method chosen by the school, the appropriate law enforcement authority of the county or the school district in which the school is situated of any acts of the students which may violate subdivision (c) or (d) of Section 48900 of the Education Code.
 4. Notwithstanding subdivision (b), the principal of a school or the principal's designee shall notify the appropriate law enforcement authorities of the county or city in which the school is located of any acts of a student that may involve the possession or sale of narcotics or of a controlled substance or a violation of Section 626.9 or 626.10 of the Penal Code.
 5. A principal, or the principals' designee, or any other person reporting a known or suspected act described in subdivision (a) or (b) is not civilly or criminally liable as a result of any report authorized by this article unless it can be proven that a false report was made and that the person knew the report was false or the report was made with reckless disregard for the truth or falsity of the report.
- C. Failure to Make Reports:
1. Any principal, teacher, employee, or school officer of any elementary or secondary school who refuses or willfully neglects to make such reports as are required by law is guilty of a misdemeanor and is punishable by a fine of not more than five hundred dollars (\$500.00). (Education Code Section 44030)
- D. Enforcement of Course of Studies, Use of Textbooks, Rules, and Regulations:
1. Every teacher in the public schools shall enforce the course of study, the use of legally authorized textbooks, and the rules and regulations prescribed for schools. (Education Code Section 44805)

- E. Duty Concerning Instruction of Pupils Concerning Morals, Manners, and Citizenship:
1. Each teacher shall endeavor to impress upon the minds of the pupils, the principles of morality, truth, justice, patriotism, and true comprehension of the rights, duties, and dignity of American citizenship, and the meaning of equality and human dignity, including the promotion of harmonious relations, kindness toward domestic pets and the humane treatment of living creatures, to teach them to avoid idleness, profanity, and falsehood, and to instruct them in manners and morals and principles of a free government. (Education Code Section 44806)
 2. Each teacher is also encouraged to create and foster an environment that encourages pupils to realize their full potential and that is free from discriminatory attitudes, practices, events, or activities in order to prevent acts of hate violence, as defined in subdivision (e) of Section 33032.5. (Education Code Section 44806)
- F. Duty Concerning Conduct of Pupils; Limitation on Criminal Prosecution:
1. Every teacher in the public schools shall hold pupils to a strict account for their conduct on the way to and from school, on the playgrounds, or during recess. A teacher, assistant principal, principal, or any other employee of a school district shall not be subject to criminal prosecution or criminal penalties for the exercise, during the performance of his/her duties, of the same degree of physical control over a pupil that a parent would be legally privileged to exercise but which in no event shall exceed the amount of physical control reasonably necessary to maintain order, protect property, or protect the health and safety of pupils, or to maintain proper and appropriate conditions conducive to learning.
 2. Whenever any employee observes a violation of any section of this policy, that employee shall immediately report the violation(s) to the site principal or the principals' designee. Should the violation(s) occur on a school bus, the bus driver shall complete and submit a Consolidated Incident Report to the site principal or the principal's designee upon arrival to the school.

The provisions of this section are in addition to and do not supersede the provisions of Section 49000 of this code. (Education Code Section 44807)

II. RIGHTS, DUTIES, AND RESPONSIBILITIES OF PARENTS**A. Parental Information:**

1. At the beginning of the first semester of every school year, the school district shall notify the parent or guardian of all pupils registered in schools of the availability of rules of the district pertaining to student discipline. (Education Code Sections 35291, 48980)
2. Except for those pupils receiving individual instruction provided pursuant to Section 48206.5, a pupil with a temporary disability which makes attendance in the regular day classes or alternative education program in which the pupil is enrolled impossible or inadvisable, shall receive individual instruction provided by the district in which the pupil is deemed to reside. (Education Code Section 48206.3)
3. It shall be the primary responsibility of the parent or guardian of a pupil with a temporary disability to notify the school district in which the pupil is deemed to reside pursuant to Section 48207 of the pupil's presence in a qualifying hospital within five working days of receipt of the notification, determine whether the pupil will be able to receive individualized instruction, and, if the determination is positive, when the individualized instruction may commence. Individualized instruction shall commence no later than five working days after the positive determination has been rendered. (Education Code Section 48208(a))

B. Compulsory Schooling:

1. A state has the power to make and enforce provisions for the compulsory education of children within the state and the lawmaking body of California has exercised the State's power in this regard.
2. To paraphrase the legislation, each parent, guardian, or other person having control of a child between the ages of 6 and 18 must send the child to school for the entire time during which the schools are in session unless exempted by the proper school authorities. (Education Code Section 48200)
3. Pupils, between the ages of 16 to 18, must attend either full-time school or continuation school. (Education Code Section 48400)

- a. Any parent, guardian, or other person having control or charge of any minor between the ages of 6 and 16 years who removes the minor from any city, city and county, or school district before the completion of the current school term, shall enroll the minor in a public full-time day school of the city, city and county, or school district to which the minor is removed. (Education Code Section 48201)
 - b. Any pupil subject to compulsory full-time education or to compulsory continuation education who is absent from school without valid excuse three full days in one school year or tardy or absent for more than any 30-minute period during the schoolday without a valid excuse on three occasions in one school year, or any combination thereof, is a truant and shall be reported to the attendance supervisor or to the superintendent of the school district. (Education Code Section 48260(a))
 - c. Any pupil who has once been reported as a truant and who is again absent from school without valid excuse one or more days, or tardy on one or more days, shall again be reported as a truant to the attendance supervisor or the superintendent of the district. (Education Code Section 48261(a))
 - d. Any pupil is deemed an habitual truant who has been reported as a truant three or more times per school year, provided that no pupil shall be deemed an habitual truant unless an appropriate district officer or employee has made a conscientious effort to hold at least one conference with a parent or guardian of the pupil and the pupil himself/herself, after the filing of either of the reports required by Section 48260 or Section 48261. (Education Code Section 48262 (a))
4. Any person having control of a pupil who fails to comply with any of the compulsory attendance laws, unless excused or exempted, is guilty of an infraction and subject to fine. (Education Code Sections 48293 and 48450)

C. Liability of Minors Actions:

1. The parent or guardian of any minor whose willful misconduct results in injury or death of any pupil or any person employed by or performing volunteer services for a school district or private school or who willfully cuts, defaces, or otherwise injures in any way any property, real or personal, belonging to a school district or private school, or personal property of any school employees shall be liable for all damages so caused by the minor. The liability of the parent or guardian shall not exceed ten thousand (\$10,000) dollars. The parent or guardian shall also be liable for the amount of any reward not exceeding ten thousand dollars (\$10,000) paid pursuant to Section 53069.5 of the Government Code. The amount of maximum liability shall be adjusted annually at a rate equivalent of the percentage change of the Implicit Price Deflator.
2. The parent or guardian of minor shall be liable to a school district or private school for all property belonging to the school district or private school loaned to the minor and not returned upon demand of an employee of the district or private school authorized to make the demand. (Education Code Section 48904)
3. Any school district or private school whose real or personal property has been willfully cut, defaced, or otherwise injured, or whose property is loaned to a pupil and willfully not returned upon demand of an employee of the district or private school authorized to make the demand may, after affording the pupil his or her due process rights, withhold the grades, diploma, and transcripts of the pupil responsible for the damage until the pupil or the pupil's parent or guardian has paid for the damages thereto, as provided in subdivision (a). (Education Code Section 48904 (b) (1))
4. The school district or private school shall notify the parent or guardian or the pupil in writing of the pupil's alleged misconduct before withholding the pupil's grades, diploma, or transcripts pursuant to this subdivision. When the minor and parent are unable to pay for the damages, or to return the property, the school district or private school shall provide a program of voluntary work for the minor in lieu of the payment of monetary damages. Upon completion of the voluntary work, the grades, diploma, and transcripts of the pupil shall be released. (Education Code Section 48904 (b) (2))

D. Disruption or Disorder:

1. Any parent, guardian, or other person whose conduct in a place where a school employee is required to be in the course of his or her duties materially disrupts classwork or extracurricular activities or involves substantial disorder is guilty of a misdemeanor which is punishable by a fine not exceeding one hundred dollars (\$100), by imprisonment in the county jail for a period of not more than 10 days, or both. This section does not apply to any otherwise lawful employee concerted activity, including, but not limited to, picketing and the distribution of handbills. (Education Code Section 44811).

III. STUDENTS' DUTIES AND RESPONSIBILITIES

Due to recent court decisions and recent legislation, students of our public schools are now enjoying more rights and privileges than ever before. In response to these new rights and privileges the students must realize that they have certain responsibilities to not only school personnel but also to their fellow students for which they must be held accountable.

In California, all pupils have the responsibility of complying with the regulations, pursuing the required courses of study, and submitting to the authority of the teachers of the schools. (Education Code Section 48908)

In addition, it is the responsibility of the students to respect the rights of every individual involved in our educational system.

In short, the students must exhibit responsibility in the exercising of their rights.

Every pupil shall attend school punctually and regularly; conform to the regulations of the school; obey promptly all the directions of his/her teacher and others in authority; observe good order and propriety of deportment; be diligent in study; respectful to his/her teachers and others in authority; kind and courteous to schoolmates; and refrain entirely from the use of profane and vulgar language. (Title 5, 300)

A. Pupils to be Neat and Clean on Entering School:

1. A pupil who goes to school without proper attention having been given to personal cleanliness or neatness of dress, may be sent home to be properly prepared for school, or shall be required to prepare himself/herself for the schoolroom before entering. (Title 5, 302)

- B. Duty to Remain at School:
1. A pupil may not leave the school premises at recess, or at any other time before the regular hour for closing school, except in case of emergency, or with the approval of the principal of the school. (Title 5, 303)
- C. Detention During Recess or Lunch Break:
1. A pupil shall not be required to serve detention during the intermission at noon, or during any recess. (Title 5, 352)
- D. Pupil Responsible for Care of Property:
1. A pupil who defaces, damages, or destroys any school property or willfully or negligently injures another pupil or school employee is liable to suspension or expulsion, according to the nature of the offense. (Title 5, 305)
- E. Explanation of Absence:
1. A principal or teacher may require satisfactory explanation from the parent or guardian of a pupil, either in person or by written note, whenever the pupil is absent a part or all of a school day. The explanation shall not be required until the day following. (Title 5, 306)
- F. Participation in School Activities Until Departure of Bus:
1. A pupil from whom the district provides transportation facilities may be required to remain at school to participate in activities approved by the superintendent of schools or by the governing board until the departure of the pupil in the vehicle to which s/he has been assigned. (Title 5, 307)
- G. Work or Services Required of Pupils:
1. A pupil shall not be required to perform any work or services that may be detrimental to his/her health. (Title 5, 351)
- H. Detention After School:
1. A pupil shall not be detained in school for disciplinary or other reasons for more than one hour after the close of the maximum school day, except as otherwise provided in Section 307. (Title 5, 353)

- I. Willful Interference with Classroom Conduct:
 1. Every minor over 16 years of age or adult who is not a pupil of the school, including but not limited to any such minor or adult who is the parent or guardian of a pupil of the school, who comes upon any school ground or into any schoolhouse and there willfully interferes with the discipline, good order, lawful conduct, or administration of any school class or activity of the school, with the intent to disrupt, obstruct, or inflict damage to property or bodily injury upon any person, is guilty of a misdemeanor, and is punishable by a fine of not less than one hundred dollars (\$100.00) nor more than one thousand dollars (\$1,000.00) or by imprisonment in the county jail for not more than six months, or both. (Education Code Section 44810)

IV. CIVILITY

- A. Parent/Community Relations:
 1. Members of the Anaheim Union High School District staff will treat parents and other members of the public with respect and expect the same in return. The district is committed to maintaining orderly educational and administrative processes in keeping schools and administrative offices free from disruptions and preventing unauthorized persons from entering school and district grounds.
 2. This Anaheim Union High School District policy promotes mutual respect, civility, and orderly conduct among district employees, parents, and the public. This policy is not intended to deprive any person of his/her right to freedom of expression but only to maintain, to the extent possible and reasonable, a safe, harassment-free workplace for our students and staff. In the interest of presenting district employees as positive role models to the children of this district, as well as the community, Anaheim Union High School District encourages positive communication and discourages volatile, hostile, or aggressive actions. The district seeks public cooperation with this endeavor.

B. Disruptions:

1. Any individual who disrupts or threatens to disrupt school/office operations, threatens the health and safety of students or staff, willfully causes property damage, uses loud and/or offensive language which could provoke a violent reaction, or who has otherwise established a continued pattern of unauthorized entry on school district property, will be directed to leave school or school district property promptly by the Chief Administrative Officer or designee.
2. If any member of the public uses obscenities or speaks in a demanding, loud, insulting and/or demeaning manner, the administrator or employee to whom the remarks are directed will calmly and politely admonish the speaker to communicate civilly. If corrective action is not taken by the abusing party, the district employee will verbally notify the abusing party that the meeting/hearing/conference/telephone conversation is terminated and, if the meeting/hearing/conference is on district premises, the offending person will be directed to leave promptly.
3. When an individual is directed to leave under conditions in paragraph 1 or 2, the Chief Administrative Officer or designee shall inform the person that he/she will be guilty of a misdemeanor in accordance with California Education Code 44811 and Penal Codes 415.5 and 626.7, if he/she re-enters any district facility within 30 days after being directed to leave, or within seven days if the person is a parent/guardian of a student attending that school. If an individual refuses to leave upon request or returns before the applicable period of time, the Chief Administrative Officer or designee may notify law enforcement officials. An incident report should be completed for the situations as set forth in paragraphs 1 and 2.

C. Safety and Security:

1. The Superintendent or designee will provide a safety and/or crisis intervention techniques program as provided in order to raise awareness on how to deal with these situations if and when they occur.
2. When violence is directed against an employee, or theft against property, employees shall promptly report the occurrence to their principal or supervisor and complete an incident report and report to law enforcement, any attack, assault or threat made against them on school/district premises or at school/district sponsored activities.

3. An employee whose person or property is injured or damaged by willful misconduct of a student, may ask the district to pursue legal action against the student or the student's parent/guardian.
- D. Documentation:
1. When it is determined by staff that a member of the public is in the process of violating the provisions of this policy, an effort should be made by staff to communicate the provisions of this policy or provide a written copy of this policy, including applicable code provisions, at the time of occurrence. The employee will immediately notify his/her supervisor and provide a written report of the incident.
- E. Legal References:
1. Education Code Sections
 - 33210 Disturbing school
 - 44014 Assault on personnel
 - 44810 Person on school grounds
 - 44811 Insults and abuses
 2. Penal Code Sections
 - 243.5 Arrest on school grounds
 - 415.5 Fighting on school grounds
 - 626.8 Entry of school by person not on lawful business
 - 627.7 Refusal to leave school grounds

SECTION B**STUDENT SUSPENSION**

Suspension shall be imposed only when other means of correction fail to bring about proper conduct. However, a pupil, including an individual with exceptional needs, as defined in Section 56026, may be suspended for any of the reasons enumerated in Section 48900 upon a first offense, if the principal or superintendent of schools determines that the pupil violated subdivision (a), (b), (c), (d), or (e) of Section 48900 or that the pupil's presence causes a danger to persons or property or threatens to disrupt the instructional process. (Education Code Section 48900.5 (a))

In a case where expulsion from any school or suspension for the balance of the semester from continuation school is being processed by the Board of Trustees, the total number of days for which a pupil may be suspended from school shall not exceed 20 school days in any school year, unless for purposes of adjustment, a pupil enrolls in or is transferred to another regular school, an opportunity school or class, or a continuation education school or class, in which case the total number of school days for which the pupil may be suspended shall not exceed 30 days in any school year. (Education Code Section 48903 (a))

Suspended or expelled students shall be excluded from all school-related extracurricular activities during the period of suspension or expulsion.

The Board of Trustees supports a zero tolerance approach to serious offenses. This approach makes the removal of potentially dangerous students from the classroom a top priority.

COMMUNITY SERVICE

The principal of a school, the principal's designee, the superintendent of schools, or the governing board may require a pupil to perform community service on school grounds during non-school hours. For the purposes of this section, "community service" may include, but is not limited to, work performed on school grounds in the areas of outdoor beautification, campus betterment, and teacher or peer assistance programs. This section does not apply if suspension or expulsion is required by this article. (Education Code Section 48900.6 (a))

TEACHER'S RIGHT TO SUSPEND STUDENT FROM CLASS

A teacher may suspend any pupil from the teacher's class, for any of the acts enumerated in Section 48900, for the day of the suspension and the day following. The teacher shall immediately report the suspension to the principal of the school and send the pupil to the principal or the principal's designee for appropriate action. As soon as possible, the teacher shall ask the parent or guardian of the pupil to attend a parent-teacher conference regarding the suspension. Whenever practicable, a school counselor or a school psychologist shall attend the conference. A school administrator shall attend the conference if the teacher or the parent or guardian so requests. The pupil shall not be returned to the class from which he or she was suspended, during the period of the suspension, without the concurrence of the teacher of the class and the principal. (Education Code Section 48910 (a))

SUSPENSION NOTIFICATION

- A. The principal of the school, the principal's designee, or the superintendent of schools may suspend a pupil from the school for any of the reasons enumerated in Section 48900, and pursuant to Section 48900.5, for no more than five consecutive schooldays.
- B. Suspension by the principal, the principal's designee, or the superintendent of schools shall be preceded by an informal conference conducted by the principal or the principal's designee. At the conference, the pupil shall be informed of the reason for the disciplinary action and the evidence against him or her and shall be given the opportunity to present his or her version and evidence in his or her defense.
- C. A principal, the principal's designee, or the superintendent of schools may suspend a pupil without affording the pupil an opportunity for a conference only if the principal, the principal's designee, or the superintendent of schools determines that an emergency situation exists. "Emergency situation," as used in this article, means a situation determined by the principal, the principal's designee, or the superintendent of schools to constitute a clear and present danger to the life, safety, or health of pupils or school personnel. If a pupil is suspended without a conference prior to suspension, both the parent and the pupil shall be notified of the pupil's right to a conference and the pupil's right to return to school for the purpose of a conference. The conference shall be held within two schooldays, unless the pupil waives this right or is physically unable to attend for any reason, including, but not limited to, incarceration or hospitalization. The conference shall then be held as soon as the pupil is physically able to return to school for the conference.

- D. At the time of suspension, a school employee shall make a reasonable effort to contact the pupil's parent or guardian in person or by telephone. Whenever a pupil is suspended from school, the parent or guardian shall be notified in writing of the suspension.
- E. The administration shall report the suspension of the pupil, including the cause therefore, to the school district superintendent.
- F. In a case where expulsion from any school or suspension for the balance of the semester from continuation school is being processed by the Board of Trustees, the school district superintendent or the Director of Human Resources may extend the suspension until the governing board has rendered a decision in the action. (Education Code Section 48911 (a))

SUSPENSION OF STUDENTS WITH DISABILITIES

A student identified as an individual with disabilities pursuant to the Individuals With Disabilities Education Act is subject to the same grounds for suspension and expulsion which apply to regular education students. The district provides procedural safeguards to "non-identified" students if it is determined the district has knowledge that the student was disabled before the behavior occurred. (Administrative Regulation 5144.2 (a)); (cf. 5144.1 and cf. 6159.1); (20 USC 1415 (k))

If it is determined that the district did not have knowledge that the student was disabled, then the student shall be disciplined in accordance with procedures established for students without disabilities. (20 USC 1415)

When traditional disciplinary measures such as counseling, detention or restriction of privileges fail to diffuse a dangerous or disruptive special education student, school officials can suspend the student for up to, but not more than, ten (10) consecutive days to the extent such alternatives would be applied to students without disabilities. (20 USC 145)

The superintendent or designee may suspend a student with disabilities for up to five (5) schooldays for a single incident of misconduct, and for up to twenty (20) schooldays in a school year. If the student is transferred to another school or alternative education program, the student may be suspended for up to thirty (30) schooldays in a school year, but still no more than five

(5) days for a single incident of misconduct, unless the student is suspended by the governing board pursuant to Education Code 48912 (Expellable Offenses). (Education Code 48903, 48911)

If the student poses an immediate threat to the safety of himself/herself or others, the superintendent or designee may suspend the student for up to, but not more than, ten (10) consecutive days. (Education Code 48911)

A student with a disability may be placed in an appropriate interim alternative education setting when he/she commits one of the following acts: (20 USC 1415)

- A. Carries a weapon to school or to a school function.
- B. Knowingly possesses or uses illegal drugs while at school or a school function.
- C. Sells or solicits the sale of a controlled substance while at school or a school function.

The student may not be placed in the interim educational setting for more than forty-five (45) days, or until the conclusion of any due process hearing proceedings requested by the parent/guardian. (20 USC 1415)

Either before or not later than ten (10) days after a student has been suspended for more than ten (10) days or placed in an alternative education setting, the district shall convene an IEP team meeting to conduct a functional behavior assessment and complement a behavioral intervention plan. If the student already has a behavioral intervention plan, the IEP team shall review the plan and modify it as necessary to address the behavior. (20 USC 1415)

A "manifestation determination" is required when a district wishes to remove a student from his or her educational placement for more than ten (10) schooldays. The district will conduct both a "manifestation determination" (IEP hearing) and a "pre-expulsion assessment" before expelling a special education student.

SECTION C

CLASS I INFRACTIONS

Consistent enforcement of rules of conduct throughout the Anaheim Union High School District is a goal of the Board of Trustees. The following pages describe disciplinary action to be followed by all local schools within the Anaheim Union High School District when a violation occurs involving:

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|-----|--|-----|---|
| 1. | Chemical Use/Soma
(EC 48900 (c),(d),(j),(p)) | 13. | Imitation Firearm
(EC 48900 (m)) |
| 2. | Arson (EC 48900 (f)) | 14. | Robbery (EC 48900 (e)) |
| 3. | Assault/Battery, Threats
(EC 48900 (a)(1),(a)(2)) | 15. | Extortion (EC 48900 (e)) |
| 4. | Aiding or Abetting
(EC 48900 (s)) | 16. | Harassment, Threats,
Intimidation of Witnesses
(EC 48900 (o)) |
| 5. | Fireworks/Explosives
(EC 48900 (f), (b),(k)) | 17. | Sexual Assault/Sexual
Battery (EC 48900 (n)) |
| 6. | Theft (EC 48900 (g),(l)) | 18. | Sexual Harassment
(EC 48900.2) |
| 7. | Vandalism (ED 48900 (f)) | 19. | Hate Violence
(EC 48900.3) |
| 8. | Obscene Act or Habitual
Profanity (EC 48900 (i)) | 20. | Harassment or Intimidation
(EC 48900.4) |
| 9. | Student Disruptions
(EC 48900 (k)) | 21. | Terroristic Threat
(EC 48900.7) |
| 10. | Tobacco (EC 48900 (h)) | | |
| 11. | Hazing (EC 48900 (q)) | | |
| 12. | Weapons (EC 48900 (b)) | | |

The rules and regulations described in this section are applicable to students while on school grounds or an approved school related activity off school grounds.

Emphasis will be placed on the involvement of the total staff in the disciplinary process. Application is to be positive rather than punitive whenever possible. The role of teachers, counselors, parents as well, in the disciplinary process is to be stressed. Maximum utilization of the parent-teacher communication, student conferences, and the detention process is to be included in the applicable procedures. Whenever possible, preventative and corrective counseling is to be emphasized prior to administrative involvement.

Students who are victims of a violent criminal offense while in or on school grounds where the student attends will be offered, within 10 calendar days, an opportunity to transfer to a safe public school. Such offenses include attempted murder, battery with serious bodily injury, assault with a deadly weapon, rape, sexual battery, robbery, extortion, and hate crimes.

1. CHEMICAL USE/SOMA (on campus or a school activity)

Applicable Code Sections

- a. A pupil may not be suspended from school or recommended for expulsion unless the superintendent or the principal of the school in which the pupil is enrolled determines that the pupil has committed any of the following:
 - (c) Unlawfully possessed, used, sold, or otherwise furnished, or been under the influence of any controlled substance, listed in Chapter 2 (commencing with Section 11053) of Division 10 of the Health and Safety Code, an alcoholic beverage, or intoxicant of any kind. (Education Code Section 48900(c))
 - (d) Unlawfully offered, arranged, or negotiated to sell any controlled substance listed in Chapter 2 (commencing with Section 11053) of Division 10 of the Health and Safety Code, an alcoholic beverage, or an intoxicant of any kind, and either sold, delivered, or otherwise furnished to any person another liquid, substance, or material and represented the liquid, substance, or material as a controlled substance, alcoholic beverage, or intoxicant. (Education Code Section 48900(d))
 - (j) Unlawfully possessed or unlawfully offered, arranged, or negotiated to sell any drug paraphernalia, as defined in Section 11014.5 of the Health and Safety Code. (Education Code Section 48900(j))
 - (p) Unlawfully offered, arranged to sell, negotiated to sell or sold the prescription drug Soma. (Education Code Section 48900 (p))
- b. It is a misdemeanor for any person to be found in any public place under the influence of intoxicating liquor or any drug or combination thereof. (Penal Code Section 647(f))
- c. Use, sale, distribution, or possession of any alcohol for beverage purposes on or near school premises is prohibited. (Business and Professional Code, Section 25608)
- d. Unlawful sale of any controlled substance, as listed in Chapter 2 (commencing with Section 11053) of Division 10 of the Health and Safety Code, except for the sale of not more than one avoirdupois ounce of marijuana, other than concentrated cannabis. (Education Code Section 48915(a)(3))

ACTION**UNDER THE INFLUENCE, POSSESSION, OR FURNISHING**

(while on school grounds or during an activity off school grounds related to school attendance)

The following steps will be taken.

- a. Administration calls parents and the police.
- b. Suspend student five days.
- c. Send copy of suspension letter and Chemical Use/Weapon Violation Board Report (72 hour report) to the Superintendent's Office.
- d. Principal or designee contacts the parents (at time act occurs, if possible) and arranges a meeting between parents and Local School Placement Committee.
- e. Following the meeting, the Local School Placement Committee takes one of three actions:
 - (1) Put student on disciplinary probation and prepare written conditions for retention at the local school including, but not limited to, student participation in Chemical Use Prevention Program and recommended parent participation in a parenting program.
 - (2) Transfer to another school within the district.
 - (3) Recommend expulsion to the Administrative Hearing Panel through the Administrator, Safe Schools Office. A recommendation to extend the suspension shall be made to the Director of Human Resources. Written notification and the minutes of the Local School Placement Committee shall be mailed to parents/guardians.

ACTION**SELLING**

(While on school grounds or during an activity off school grounds related to school attendance)

The following steps will be taken.

- a. Administration calls parents and the police.
- b. Suspend student five days.
- c. Send copy of suspension letter and Chemical Use/Weapon Violation Board Report to the Superintendent's Office.
- d. Principal contacts the parents (at time act occurs, if possible) and arranges a meeting between parents and Local School Placement Committee.
- e. Following the meeting, the Local School Placement Committee shall recommend expulsion for one calendar year to the Administrative Hearing Panel through the Administrator, Safe Schools Office. A recommendation to extend the suspension shall be made to the Director of Human Resources. Written notification and the minutes of the Local School Placement Committee shall be mailed to parents/guardians.

2. ARSON

Definition

The willful and malicious setting fire to or burning any structure or personal property.

Applicable Code Sections

A pupil may not be suspended from school or recommended for expulsion unless the superintendent or the principal of the school in which the pupil is enrolled determines that the pupil has committed any of the following:

- (f) Caused or attempted to cause damage to school property or private property. (Education Code Section 48900(f))

A person is guilty of arson when he or she willfully and maliciously sets fire to or burns or causes to be burned or who aids, counsels, or procures the burning of, any structure, forest land, or property. (Penal Code Section 451)

ACTION

Violation: Five day suspension, parent conference and/or referral to Local School Committee. The Local School Placement Committee may recommend expulsion to the Board of Trustees.

Note: This is a penal code violation. The appropriate police and/or fire department officials shall be notified as well as proceedings for restitution should the situation warrant such action.

3. ASSAULT/BATTERY, THREATS**Definition**

Assault: There are two types of assault: (1) attempted battery; (2) apprehension assault. The first type is defined as an attempt, coupled with present ability, to commit a battery. The second type is defined as an intentionally placed act which puts another in reasonable apprehension of an immediate battery. Mere words, however violent, do not amount to an assault. However, they may constitute a threat.

Battery: A battery is any intentional, unlawful, and harmful or offensive contact by one person with the person of another.

Threats: A declaration of intention or determination to inflict punishment, loss, or pain on another, or to injure another by the commission of some unlawful act.

Assault with a deadly weapon: The use of a firearm, deadly weapon, or instrument against another person. A deadly weapon can be a firearm; stun gun; bows and arrows; knives or other cutting instruments; clubs; bottles; explosives; and body parts, such as teeth, hands, fists, and feet. (Penal Code, Sections 244.5, 245, 245.5).

Applicable Code Section

Pupil Responsible for Care of Property. A pupil who defaces, damages, or destroys any school property or willfully or negligently injures another pupil or school employee is liable to suspension or expulsion, according to the nature of the offense. (Title 5, 305)

Assault and battery are punishable by a fine and/or imprisonment. (Penal Code Sections 241, 243)

Whenever any employee of a school district or of the office of a county superintendent is attacked, assaulted, or menaced by any pupil, it shall be the duty of such employee and the duty of any person under whose direction or supervision such employee is employed in the public school system who has knowledge of such incident, to promptly report the same to the appropriate law enforcement authorities of the county or city in which the same occurred. Failure to make such report shall be a misdemeanor punishable by a fine of not more than two hundred dollars (\$200.00). (Education Code Section 44014)

A pupil may not be suspended from school or recommended for expulsion unless the superintendent or the principal of the school in which the pupil is enrolled determines that the pupil has committed any of the following:

(a)(1) Caused, attempted to cause, or threatened to cause physical injury to another person; or

(a)(2) Willfully used force or violence upon the person of another, except in self-defense. (Education Code Section 48900 (a)(1), (a)(2))

ACTION

STUDENT-TO-STUDENT

First Violation

Suspension the remainder of day of the infraction plus one to four additional days.

If student has caused a serious physical injury to another person, except in self-defense, student shall be recommended for expulsion pursuant to Education Code Section 48915.

Second Violation

Suspension the remainder of the day of the infraction plus four additional days, plus referral to the Local School Placement Committee. If student has caused a serious physical injury to another person, except in self-defense, student shall be recommended for expulsion pursuant to Education Code Section 48915.

STUDENT-TO-EMPLOYEE

First Violation

The following steps will be taken:

- a. Administration calls parents and the police.
- b. Suspend student five days.
- c. Principal contacts the parents (at time act occurs, if possible) and arranges a meeting between parents and Local School Committee.
- d. Principal completes "Staff Protection Incident Report" form (see Board Policy 6205.01-R).
- e. Following the meeting, the Local School Placement Committee recommends expulsion to the Administrative Hearing Panel through the Administrator, Safe Schools Office. A recommendation to extend the suspension shall be made to the Director of Human Resources. Written notification and the minutes of the Local School Placement Committee shall be mailed to parents/guardians.

4. AIDING OR ABETTING

Definition

- a. Aid: The act of helping; help given; something by which assistance is given.
- b. Abet: To actively second and encourage; to assist or support in the achievement of a purpose.

Applicable Code Section

- a. Penal Code Section 31

All persons concerned in the commission of a crime, whether it be felony or misdemeanor, and whether they directly commit the act constituting the offense, or aid and abet in its commission, or, not being present, have advised and encouraged its commission, and all persons counseling, advising, or encouraging children under the age of fourteen years, lunatics or idiots, to commit any crime, or who, by fraud, contrivance, or force, occasion the drunkenness of another for the purpose of causing him to commit any crime, or who, by threats, menaces, command, or coercion, compel another to commit any crime, are principals in any crime so committed.

b. Education Code 48900 (s)

A pupil who aids or abets, as defined in Section 31 of the Penal Code, the infliction or attempted infliction of physical injury to another person may suffer suspension, but not expulsion, pursuant to this section, except that a pupil who has been adjudged by a juvenile court to have committed, as an aider and abettor, a crime of physical violence in which the victim suffered great bodily injury or serious bodily injury shall be subject to discipline pursuant to subdivision (a).

ACTION

a. **STUDENT TO STUDENT**

First Violation

Suspension the remainder of day of the infraction plus one (1) to four (4) additional days. Alternative(s) to suspension may be considered. The school may refer to the Local School Placement Committee.

Second Violation

Suspension the remainder of day of the infraction plus four (4) additional days, plus referral to the Local School Placement Committee. The Local School Placement Committee may only consider contract or transfer, not expulsion. See Education Code 48900 (q) for exceptions.

b. **STUDENT TO EMPLOYEE**

First Violation

The following steps will be taken:

(1) Suspend the student for five (5) days.

(2) Principal/Assistant Principal contacts the parents (at the time the act occurs, if possible) and arranges a meeting between the parents and the Local School Placement Committee. The Principal completes a Staff Protection Incident Report form (see Board Policy 6205.01-R). Following the meeting, the Local School Placement Committee determines further disciplinary action consistent with Education Code 48900 (s).

5. FIREWORKS/EXPLOSIVES

Definition

Fireworks. Contrivances of inflammable and explosive materials combined of various proportions for purpose of producing in combustion beautiful or amusing scenic effects, or to be used as night signal, on land or sea or for various purposes in war. (Henderson v. Massachusetts Bonding & Insurance Company, 337 MO 1, 84 S.W. 2d 922, 925).

Explosive. Any substance by whose decomposition or combustion gas is generated with such rapidity that it can be used for blasting or in firearms. (Schwartz v. Northern Life Insurance Company, C.C.A. Cal., 25 F. 2d 555, 559).

Explosives and/or Incendiary Devices: Pipe bombs, time bombs, cap guns, containers of inflammable fluids, and other hazardous devices.

Applicable Code Sections

It is unlawful to sell, buy, possess, or use dangerous fireworks. (Title 19--Fire Marshals Code 16.01).

Every person who possesses, explodes, ignites, or attempts to explode or ignite any destructive device or any explosive with intent to injure, intimidate, or terrify any person, or with intent to wrongfully injure or destroy any property, is guilty of a felony, and shall be punished by imprisonment in the state prison for a period of three, five, or seven years. (Penal Code Section 12303.3)

Every person not in the lawful possession of an explosive who knowingly has any explosive in his possession is guilty of a felony. (Health and Safety Code Section 12305)

A pupil may not be suspended from school or recommended for expulsion unless the superintendent or the principal of the school in which the pupil is enrolled determines that the pupil has committed any of the following:

(f) Caused or attempted to cause damage to school property or private property; or

(b) Possessed, sold, or otherwise furnished any firearm, knife, explosive, or other dangerous object unless, in the case of possession of any object of this type, the pupil had obtained written permission to possess the item from a certificated school employee, which is concurred in by the principal or the designee of the principal; or

(k) Disrupted school activities or otherwise willfully defied the valid authority of supervisors, teachers, administrators, school officials, or other school personnel engaged in the performance of their duties. (Education Code Sections 48900(f)(b)(k))

ACTION

First Violation

One to five days suspension with a parent conference referral to fire marshal and/or police department. Student may be referred to the Local School Placement Committee.

If student is in possession of any explosive or other dangerous object of no reasonable use to the pupil at school or at school activity off school grounds, student may be recommended for expulsion pursuant to Education Code Section 48915.

Second Violation

Five days suspension with a parent conference, referral to fire marshal and/or police department, and referral to Local School Placement Committee to determine administrative action including, but not limited to, the following: Parent contact, restitution, contract, transfer, or recommendation for expulsion and police involvement.

6. THEFT**Definition**

The crime of theft may consist of (1) theft by larceny, (2) theft by trick and devise, (3) theft by embezzlement, (4) theft by false pretense.

Larceny is stealing, taking, carrying, leading, or driving away of the personal property of another with the specific intent to deprive the owner permanently of his/her property.

Theft by trick and devise is committed when a person by means of false promises which s/he had not intention of performing or by means of fraud, artifice, trick, or devise obtains possession of property owned by another person with the specific intent to deprive the owner permanently of his/her property, and the owner of the property does not intend to transfer his/her title to the property to the person so obtaining its possession.

Applicable Code Section

A pupil may not be suspended from school or recommended for expulsion unless the superintendent or the principal of the school in which the pupil is enrolled determines that the pupil has committed any of the following:

(g) Stolen or attempted to steal school property or private property.

(l) Knowingly received stolen school property or private property.

Theft: Appropriation of lost property by finder: When theft. One who finds lost property under circumstances which give him/her knowledge of or means of inquiry as to the true owner, and who appropriates such property to his/her own use, or to the use of another person not entitled thereto, without first making reasonable and just efforts to find the owner and to restore the property to him/her, is guilty of theft. (Penal Code Section 485).

Grand Theft: When the money, labor or real or personal property taken is of a value exceeding four hundred (\$400) dollars. (Penal Code 487).

ACTION

Upon receiving information that a theft has occurred, the administrator will investigate the charges to the best of his/her ability and take necessary administrative action including but not limited to the following: parent contact, suspension, restitution, Local School Placement Committee hearing, recommendation for expulsion, police involvement.

7. VANDALISM**Definition**

The malicious injuring or destroying any real property or personal property which is not his/her own.

Applicable Code Sections

A pupil may not be suspended from school or recommended for expulsion unless the superintendent or the principal of the school in which the pupil is enrolled determines that the pupil has committed any of the following:

- (f) Caused or attempted to cause damage to school property or private property. (Education Code Section 48900(f))

The parent or guardian of any minor whose willful misconduct results in injury or death to any pupil or any person employed by or performing volunteer services for a school district or private school or who willfully cuts, defaces, or otherwise injures in any way any property, real or personal, belonging to a school district or private school, or personal property of any school employee shall be liable for all damages so caused by the minor. The liability of the parent or guardian shall not exceed ten thousand dollars (\$10,000). The parent or guardian shall also be liable for the amount of any reward not exceeding ten thousand (\$10,000) paid pursuant to Section 53069.5 of the Government code. The amount of maximum liability shall be adjusted annually at a rate equivalent to the percentage change of the Implicit Price Deflator. The parent or guardian of a minor shall be liable to a school district or private school loaned to the minor and not returned upon demand of any employee of the district or private school authorized to make the demand. (Education Code Section 48904(a))

Any school district or private school whose real or personal property has been willfully cut, defaced, or otherwise injured, or whose property is loaned to a pupil and willfully not returned upon demand of an employee or the district or private school authorized to make the demand may, after affording the pupil his or her due process rights, withhold the grades, diploma, and transcripts of the pupil responsible for the damage until the pupil or the pupil's parent or guardian has paid for the damages thereto, as provided in Education Code Section 48904 subdivision (a). (Education Code Section 48904(b))

Every person who maliciously injures or destroys any real or personal property not his/her own is guilty of vandalism. (Penal Code Section 594)

Every person who maliciously (1) defaces with paint or any other liquid, (2) damages, or (3) destroys any real or personal property not his or her own, is guilty of vandalism (Penal Code 594). Vandalism is a Penal Code violation.

Any person who writes, sprays, scratches, or otherwise affixes graffiti on or in the facilities or vehicles of a governmental entity (including school districts) is guilty of an infraction punishable by a fine and by community service. (Penal Codes 640.5 and 640.6)

It is unlawful for any person under the age of 18 years to possess an aerosol container of paint for the purpose of defacing property while in any public place. It shall be unlawful for any person under the age of 18 years to purchase an aerosol container that is capable of defacing property. Possession or purchase is considered a misdemeanor. (Penal Code 594.1)

ACTION

The extent of the damage done to the property will directly affect the degree of disciplinary action which might vary from:

- a. Parent/student conference and restitution
- b. Assignment to work/study assignment until problem is corrected at the student's expense (labor and cost)
- c. Suspension and restitution
- d. Police involvement
- e. Local School Committee hearing
- f. Recommendation for expulsion

8. OBSCENE ACT OR HABITUAL PROFANITY

Definition

Committed an obscene (indecent or lewd) act, or engaged in habitual profanity or vulgarity.

Profanity. Irreverence towards sacred things; particularly, an irreverent or blasphemous use of the name of God; punishable by statute in some jurisdictions.

Applicable Code Sections

A pupil may not be suspended from school or recommended for expulsion unless the superintendent or the principal of the school in which the pupil is enrolled determines that the pupil has committed any of the following:

- (i) Committed an obscene act or engaged in habitual profanity or vulgarity. (Education Code Section 48900(i))

Any person who, in the presence of any child, indulges in any degrading, lewd, immoral, or vicious habits or practices...is guilty of a misdemeanor. (Penal Code Section 273)

ACTION

First Violation

One to five days suspension with parent conference. Possible police contact. Student may be referred to the Local School Placement Committee.

Second Violation

Five days suspension and/or referral to Local School Placement Committee.

9. STUDENT DISRUPTIONS

Established channels of communication and approved procedures exist in the public schools for expressing student opinions, concerns, or complaints. To ignore existing channels or to organize student protests in defiance of rules and regulations is a disruption of the normal functioning of the school. Individual or group activism which results in, or threatens disruption of, the school is prohibited. "Any person who willfully disturbs any public school or any public meeting is guilty of a misdemeanor..." (Education Code Section 32210)

It is misleading to presume that the constitution confers the right to disrupt a school without any legal accountability, or to wrongly equate school disruption with free speech or academic freedom. The proposition that if individuals believe their cause is just they can, with impunity, trample on the rights of others, has been repudiated by the Supreme Court of the United States. In *Cox v. Louisiana*, the Supreme Court states as follows:

"The rights of free speech and assembly while fundamental in our democratic society, still do not mean that everyone with opinions or beliefs to express may address a group at any public place and at any time. The constitutional guarantee of liberty implies the existence of an organized society maintaining public order without which liberty itself would be lost in the excesses of anarchy."

Students who willfully disrupt the routine and daily schedule of the school or a school-sponsored event by participating in individual or group activity which has as its purpose the encouragement of noncompliance with an existing school policy, regulation, or administrative decision shall be subject to disciplinary action. They may also be required to forfeit all recognition, student body participation, honors, awards, and scholarships. Any instance of truancy, insubordination or overt acts of behavior harmful to the welfare of others resulting from their participation shall be subject to appropriate disciplinary action, including arrest.

A pupil may not be suspended from school or recommended for expulsion unless the superintendent or the principal of the school in which the pupil is enrolled determines that the pupil has committed any of the following:

(k) Disrupted school activities or otherwise willfully defied the valid authority of supervisors, teachers, administrators, school officials, or other school personnel engaged in the performance of their duties. (Education Code Section 48900(k))

a. Unauthorized Assembly

Three or more persons who assemble peaceably without violent or tumultuous manner to do lawful act, but who thereafter make attempt or motion to do any act whether lawful or unlawful, in either tumultuous, violent, or unlawful manner to the terror or disturbance of others, become an "unlawful assembly."

b. Sit-ins, Stand-ins, Walk-ons, and Similar Disruptions

Individuals or groups who physically occupy the school premises or any portion thereof, thereby, in effect, disrupting the regular routine of the school and denying normal access and egress to other students, school employees, and patrons and who refuse to leave when lawfully ordered to do so are in violation of Penal Code Section 626.8 and/or Education Code Sections 32211 and 44810 and subject to appropriate disciplinary action, including arrest.

c. Vocal Disruption

Group discussion of controversial issues which are germane to the curriculum and the daily lesson plan are appropriate in the classroom as a part of a planned program of instruction under the supervision of a teacher. Students who disrupt the ordinary routine of the classroom or campus and who insist upon discussing topics not germane to the curriculum or the daily plan of instruction, who harangue others in the classroom or on the campus, and promote a partisan point of view violate the rights of others and shall be subject to appropriate disciplinary action, including arrest.

d. Boycotts

Individuals or groups who participate in any protest or act of noncompliance that includes nonattendance at school or any scheduled class or school activity where attendance is required shall be identified as truant from school.

e. Disruption of Flag Ceremony

In every public secondary school there shall be conducted daily appropriate patriotic exercises. The giving of the Pledge of Allegiance to the Flag of the United States of America shall satisfy such requirement. The Board of Trustees has no legal responsibility or right to require each and every student to participate actively therein, but it does have the right and the duty to see that the students show no disrespect to the flag of the United States and that they do nothing to disrupt the ceremony.

A student may not disrupt the flag ceremony or show disrespect for the flag of the United States.

- (1) S/He may not influence others.
- (2) S/He may not make overt gestures.
- (3) S/He may not turn her/his back to the flag.
- (4) S/He may not continue walking.
- (5) S/He may not deride others.
- (6) S/He must remain quiet, attentive, and respect the rights of others during the ceremony.
- (7) S/He may be seated during the ceremony.

ACTION

Parent conference and/or counseling and other action as necessary and appropriate.

10. TOBACCO

Applicable Code Section

A pupil may not be suspended from school or recommended for expulsion unless the superintendent or the principal of the school in which the pupil is enrolled determines that the pupil has committed any of the following:

- (h) - Possessed or used tobacco, or any products containing tobacco or nicotine products, including, but not limited to, cigarettes, cigars, miniature cigars, clove cigarettes, smokeless tobacco, snuff, chew packets, and betel, **and electronic nicotine delivering systems (ENDS) and/or electronic smoking devices (ESDs), with or without nicotine content, that mimic the use of tobacco products, such as: electronic cigarettes, electronic hookahs, vape pens, mods, and other vapor/aerosol-emitting devices.** However, this section does not prohibit use or possession by a pupil of his or her own prescription products. (Education Code Section 48900(h))

No school shall permit the smoking or use of tobacco, or nicotine products, by pupils of the school while the pupils are on campus, or while attending school-sponsored activities or while under the supervision and control of the school district employees.

The governing board of any school district maintaining a high school shall take all steps deemed practical to discourage high school students from smoking. (Education Code Section 48901)

ACTION

First Violation

Student counseling and parent contact either by phone or by mail. May suspend up to one day.

Second Violation

Three day suspension.

Third Violation

Five day suspension and referral to Local School Committee.

11. HAZING

Definition and Applicable Code Section

Hazing includes any method of initiation or preinitiation into a student organization or student body or any pastime or amusement engaged in with respect to these organizations which causes, or is likely to cause, bodily danger, physical harm, or personal degradation or disgrace resulting in physical or mental harm, to any pupil or other person attending any school, community college, college, university, or other educational institution in this state. The term "hazing" does not include customary athletic events or other similar contests or competitions. (Education Code Section 32050)

No student, or other person in attendance at any public, private, parochial, or military school, community college, college, or other educational institution, shall conspire to engage in hazing, participate in hazing, or commit any act that causes or is likely to cause bodily danger, physical harm, or personal degradation or disgrace resulting in physical or mental harm to any fellow student or person attending the institution.

The violation of this section is a misdemeanor, punishable by a fine or not less than one hundred dollars (\$100), nor more than five thousand dollars (\$5,000), or imprisonment in the county jail for not more than one (1) year, or both. (Education Code Section 32051)

ACTION

Upon receiving information that an act of hazing has occurred, the administrator(s) will investigate and take necessary steps, including but not limited to the following:

- a. Administration calls the parents.
- b. Suspend the student for one to five days.
- c. Principal contacts the parents (at the time the act occurs, if possible) and arranges a meeting between parents and Local School Placement Committee.
- d. Following the meeting, the Local School Placement Committee may recommend expulsion to the Administrative Hearing Panel through the Safe Schools office. A recommendation to extend the suspension shall be made to the Assistant Superintendent, Human Resources.
- e. Written notification and the minutes of the Local School Placement Committee meeting shall be mailed to the parents/guardians.

12. WEAPONS

Students and staff are to be free from the fear and danger presented by firearms and other weapons. Students are prohibited from possessing weapons, imitation firearms, or dangerous instruments of any kind in school buildings, on school grounds or buses, or at school related or school sponsored activities away from school.

In order to maintain order and discipline in our schools and to protect the safety of students, staff and the public, any school employee is authorized to confiscate a weapon, dangerous instrument or imitation firearm/weapon from any person on school grounds or at a school related activity.

Students possessing or threatening others with a weapon, dangerous instrument or imitation firearm are subject to suspension and/or expulsion.

Applicable Code Sections

Every person who draws or exhibits any firearm or any deadly weapon in a threatening manner, or uses it in a fight is guilty of a misdemeanor. (Penal Code Section 417)

Any person in this state who manufactures or causes to be manufactured, imports into the state, keeps for sale, or offers or exposes for sale, or who gives, lends, or possesses any cane gun or wallet gun, any undetectable firearm, any firearm which is not immediately recognizable as a firearm, any camouflaging firearm container, any ammunition which contains or consists of any flechette dart, any bullet containing or carrying an explosive agent, any ballistic knife, any multiburst trigger activator, any nunchaku, any short-barreled rifle, any metal knuckles, any belt buckle knife, any leaded cane, any zip gun, any shuriken, any unconventional pistol, any lipstick case knife, any cane sword, any shobi-zue, any air gauge knife, any writing pen knife, or any instrument or weapon of the kind commonly known as a blackjack, slingshot, billy, sandclub, sap, or sandbag, or who carries concealed upon his/her person any explosive substance, other than fixed ammunition or who carries concealed upon his/her person any dirk or dagger, is punishable by imprisonment in a county jail not exceeding one year or in a state prison. A bullet containing or carrying an explosive agent is not a destructive device as that term is used in Section 12301. (Penal Code Section 12020(a))

It is unlawful for any person to possess, manufacture, or dispose of a fire bomb. (Education Code Section 453)

Any instrument that expels a metallic projectile, such as a BB or a pellet, through the force of air pressure, carbon dioxide pressure or spring action, or any spot marker gun. (Penal Code 626.10)

Any other dangerous device, instrument or weapon, especially those defined in Penal Code 12020, including a blackjack, slingshot, billy, nunchaku, sandclub, sandbag, metal knuckles, or any metal plate with three or more radiating points with one or more sharp edges designed for use as a weapon.

The principal or designee shall notify law enforcement authorities when any student possesses a weapon or commits any act of assault with a firearm or other weapon. (Education Code 48912)

Education Code 48915 requires the Board of Trustees to expel any student who possesses a firearm or brandishes a knife at another person at school or at a school activity for one (1) calendar year.

The principal shall recommend for expulsion, and the governing board shall expel, any pupil who is found to be in possession of a firearm at school or at a school activity off school grounds and the governing board shall request the county board of education to enroll the pupil in a community school. (Education Code Section 48915.7)

Bringing or possessing any firearm (loaded or unloaded) upon the school grounds by any person other than a peace officer is unlawful. (Penal Code Section 626.9)

Weapons and Dangerous Instruments

Weapons and dangerous instruments include, but are not limited to:

- Firearms: Pistols, revolvers, shotguns, rifles, "zip guns," "stun guns," tasers, and any other device capable of propelling a projectile by the force of an explosion or other form of combustion.
- Knives: Any dirks, daggers or other weapons with a fixed, sharpened blade fitted primarily for stabbing, weapons with a blade fitted primarily for stabbing, weapons with a blade longer than 3-1/2 inches, folding knives with a blade that locks into place, and razors with an unguarded blade. (Education Code 48915)
- Every person who carries upon his/her person, and every person who sells, offers for sale, exposes for sale, loans, transfers, or gives to any other person a switch-blade knife having a blade over two inches in length is guilty of a misdemeanor.
- A "switch-blade knife" is a knife having the appearance of a pocketknife, and shall include a spring-blade knife, snap-blade knife, gravity knife, or any other similar type knife; the blade or blades of which are two or more inches long and which can be released automatically by a flick of a button, pressure on the handle, flip of the wrist or other mechanical device, or is released by the weight of the blade or by any type of mechanism whatsoever. (Penal Code Section 653(k))
- Explosive and/or incendiary devices: Pipe bombs, time bombs, cap guns, containers of inflammable fluids, and other hazardous devices.
- Tear gas or tear gas weapons such as pepper spray are prohibited on school grounds or at school activities. Pepper spray used on another student is considered to be assault with a deadly weapon and is regarded as an expellable offense. (Education Code 48900)

The principal or superintendent of schools shall immediately suspend, pursuant to Section 48911, and shall recommend expulsion of a pupil that he or she determines has committed any of the following acts at school or a school activity off school grounds:

Possessing, selling, or otherwise furnishing a firearm. This subdivision does not apply to an act of possessing a firearm if the pupil had obtained prior written permission to possess the firearm from a certificated school employee, which is concurred in by the principal or the designee of the principal. This subdivision applies to an act of possessing a firearm only if the possession is verified by an employee of a school district.

Brandishing a knife at another person. (Education Code Section 98915(c))

A pupil may not be suspended from school or recommended for expulsion unless the superintendent or the principal of the school in which the pupil is enrolled determines that the pupil has committed any of the following:

(b) Possessed, sold, or otherwise furnished any firearm, knife, explosive, or other dangerous object unless, in the case of possession of any object of this type, the pupil had obtained written permission to possess the item from a certificated school employee which is concurred in by the principal or the designee of the principal. (Education Code Section 48900(b))

The principal or the superintendent of schools shall immediately suspend, pursuant to Section 48911, any pupil found to be in possession of a firearm at school or at a school activity off school grounds and shall recommend expulsion of that pupil to the governing board. The governing board shall expel that pupil or refer that pupil to a program of study that is appropriately prepared to accommodate students who exhibit discipline problems and is not provided at a comprehensive middle, junior, or senior high school or housed at the school site attended by the pupil at the time the expulsion was recommended to the school board, whenever the principal or superintendent of schools and the governing board confirm the following:

- a. The pupil was in knowing possession of the firearm.
- b. An employee of the school district verifies the pupil's possession of the firearm. (Education Code Section 48915(b)).

ACTION

The following steps will be taken:

- a. Administration calls parents and the police.
- b. Suspend student five days.

- c. Principal contacts the parents (at time act occurs, if possible) and arranges a meeting between parents and Local School Committee.
- d. For weapons/dangerous objects: Following the meeting, the Local School Placement Committee recommends expulsion for the rest of the semester and one more semester to the Administrative Hearing Panel through the Administrator, Safe Schools Office. A recommendation to extend the suspension shall be made to the Director of Human Resources. Written notification and the minutes of the Local School Placement Committee shall be mailed to the parents/guardians.
- e. For firearm or brandishing a knife: Following the meeting, the Local School Placement Committee shall recommend expulsion for one calendar year to the Administrative Hearing Panel through the Administrator, Safe Schools office. A recommendation to extend the suspension shall be made to the Director of Human Resources. Written notification and the minutes of the Local School Placement Committee shall be mailed to the parents/guardians.

OTHER DANGEROUS INSTRUMENTS

Laser pointers come in a variety of sizes and shapes and are intended to be used to highlight portions of projected presentations in a highly visible manner, allowing the presenter freedom of movement from the projection screen.

While generally harmless when used as intended for enhancing academic presentations, these devices are true lasers with beams produced by a light emitting diode and can damage vision if the beam is pointed directly into the eye. Directing a laser beam to a person's eyes with the intent to harm may be considered a crime. Direct eye exposure may result in permanent blindness due to irreparable destruction of critical eye tissue.

In order to assure student, staff, and public safety, students may not possess or furnish a laser pointer, unless the pupil had obtained prior written permission to possess a laser pointer from a certificated school employee and concurred in by the principal or the designee of the principal.

The possession of laser pointers may be treated as defiance of school authority, disruption of school activity, and/or possession of a dangerous instrument (with or without the intent to cause physical harm).

ACTION

The following steps will be taken:

First Violation

- Administration confiscates the laser pointer and contacts or conferences with the parents; or
- Administrator confiscates the laser pointer and contacts parents and may assign detention, Saturday work/study program, or in-house suspension; or
- Administrator confiscates the laser pointer and may suspend 1 to 5 days and may schedule an LSPC.

Second violation

- Administrator confiscates the laser pointer, contacts the parents and assigns 1 to 5 days of suspension. An LSPC may be scheduled.

Third violation

- Administrator confiscates the laser pointer, contacts the parents and assigns 3 to 5 days of suspension.
- Administrator schedules an LSPC.

NOTE: A Local School Placement Committee (LSPC) will decide one of three things: (1) to keep the student at the school site on a contract; (2) to transfer the student to another school; (3) to recommend expulsion to the Administrative Hearing Panel.

The police will be called at the discretion of the administration.

13. IMITATION FIREARM

"Imitation firearm" means a replica of a firearm that is so substantially similar in physical properties to an existing firearm as to lead a reasonable person to conclude that the replica is a firearm.

For this section, a "firearm" means any device designed to be used as weapon, from which is expelled through a barrel a projectile by the force of any explosion or other form of combustion. The term "firearm" includes the frame or receiver of any such weapon. (Penal Code 12001)

Every person who draws or exhibits a replica of a firearm in a threatening manner to cause or to create the apprehension or fear of bodily harm if guilty of a misdemeanor. A replica of a firearm is defined as one which is reasonably perceived to be an actual firearm. (Penal Code 417.2)

Applicable Code Section

A pupil may not be suspended from school or recommended for expulsion unless the superintendent or principal of the school in which the pupil is enrolled determines that the pupil has committed any of the following:

(m) Possessed an imitation firearm. As used in this section, an "imitation firearm" means a replica of a firearm that is so substantially similar in physical properties to an existing firearm as to lead a reasonable person to conclude that the replica is a firearm. (Education Code 48900(m))

ACTION

The following steps will be taken:

- a. Administration calls the parents and police.
- b. Suspend the student for five days.
- c. Principal contacts the parents (at time act occurs, if possible) and arranges a meeting between parents and Local School Placement Committee.
- d. Following the meeting, the Local School Placement Committee recommends expulsion to the Administrative Hearing Panel through the Safe Schools office. A recommendation to extend the suspension shall be made to the Director of Human Resources. Written notification and the minutes of the Local School Placement Committee shall be mailed to the parents/guardians.

14. ROBBERY

Robbery is defined as the "taking of property in possession of another, from his person or immediate presence, and against his will, accompanied by means of force or fear." (Penal Code Section 211)

Applicable Code Section

A pupil may not be suspended from school or recommended for expulsion unless the superintendent or the principal of the school in which the pupil is enrolled determines that the pupil has committed any of the following:

(e) Committed or attempted to commit robbery or extortion. (Education Code Section 48900(e))

ACTION

The following steps will be taken:

- a. Administration calls parents and the police.
- b. Suspend student five days.
- c. Principal contacts the parent (at time act occurs, if possible) and arranges a meeting between parents and Local School Committee.
- d. Following the meeting, the Local School Placement Committee shall recommend expulsion to the Administrative Hearing Panel through the Safe Schools office. A recommendation to extend the suspension shall be made to the Director of Human Resources. Written notification and the minutes of the Local School Placement Committee shall be mailed to the parents/guardians.

15. EXTORTION

Extortion is defined as "the obtaining of property from another, with his consent, ...induced by a wrongful use force or fear..." (Penal Code Section 518)

Applicable Code Section

A pupil may not be suspended from school or recommended for expulsion unless the superintendent or the principal of the school in which the pupil is enrolled determined that the pupil has committed any of the following:

(e) Committed or attempted to commit robbery or extortion. (Education Code Section 48900(e))

ACTION

The following steps will be taken:

- a. Administration calls parents and the police.
- b. Suspend student five days.
- c. Principal contacts the parents (at time act occurs, if possible) and arranges a meeting between parents and Local School Committee.
- d. Following the meeting, the Local School Placement Committee shall recommend expulsion to the Administrative Hearing Panel through the Safe Schools office. A recommendation to extend the suspension shall be made to the Director of Human Resources. Written notification and the minutes of the Local School Placement Committee shall be mailed to the parents/guardians.

16. HARASSMENT, THREATS, INTIMIDATION OF WITNESS(S)

"Witness" means any natural person, (1) having knowledge of the existence of non-existence of facts relating to any crime, or (2) whose declaration under oath is received or has been received as evidence for any purpose, or (3) who has reported any crime to any peace officer, prosecutor, probation or parole officer, correctional officer or judicial officer, or (4) who has been served with a subpoena issued under the authority of any court in the state, or of any other state or of the United States, or (5) who would be believed by any reasonable person to be an individual described in subparagraphs (1) through (5), inclusive (Penal Code Section 136). See also Penal Code Section 136.1, 136.2, 136.5, 136.7, 137, 138, 139, 140.

For the purposes of this section, "harassment" is a knowing and willful course of conduct directed at a specific person which seriously alarms, annoys, or harasses the person, and which serves no legitimate purpose. The course of conduct must be such as would cause a reasonable person to suffer substantial emotional distress to the plaintiff. "Course of conduct" is a pattern of conduct composed of a series of acts over a period of time, however short, evidencing a continuity of purpose.

A "threat" is defined as a declaration of intention or determination to inflict punishment, loss, or pain on another, or to injure another by the commission of some unlawful act.

For the purposes of this section, "a credible threat" is a threat made with the intent and the apparent ability to carry out the threat so as to cause the target of the threat to reasonably fear for his or her safety or the safety of his or her immediate family. (Penal Code Section 139)

"Intimidation" means to make timid or fearful; to frighten.

Applicable Code Section

A pupil may not be suspended from school or recommended for expulsion unless the superintendent or the principal of the school in which the pupil is enrolled determined that the pupil has committed any of the following:

- (o) Harassed, threatened, or intimidated a pupil who is a complaining witness or a witness in a school disciplinary proceeding for the purpose of either preventing that pupil from being a witness or retaliating against that pupil for being a witness, or both. (Education Code Section 48900(o))

ACTION

Upon reaching information that an act of harassment or intimidation has occurred, the administrator(s) will investigate and take necessary administrative steps including, but not limited to the following:

- a. Administration calls the parents.
- b. Suspend the student for one to five days.
- c. Principal contacts the parents (at time act occurs, if possible) and arranges a meeting between parents and Local School Placement Committee.

- d. Following the meeting, the Local School Placement Committee recommends expulsion to the Administrative Hearing Panel through the Safe Schools office. A recommendation to extend the suspension shall be made to the Director of Human Resources. Written notification and the minutes of the Local School Placement Committee shall be mailed to the parents/guardians.

17. SEXUAL ASSAULT/SEXUAL BATTERY

An "assault" is an unlawful attempt, coupled with a present ability, to commit a violent injury on the person of another. (Penal Code 240)

"Sexual assault" means conduct in violation of one or more of the following Penal Code Sections: 261 (rape), 264.1 (rape in consent), 285 (incest), 286 (sodomy), subdivision (a) or (b) of Section 288 (lewd or lascivious acts upon a child under 14 years of age), 288a (oral copulation), 289 (penetration of a genital or anal opening by a foreign object), or 647a (child molestation).

Conduct described as "sexual assault" includes but is not limited to all of the following: Penetration, sexual contact, intrusion, intentional touching of intimate parts or the clothing covering them for the purpose of sexual arousal or sexual gratification, sexual abuse. (Penal Code 243.4)

A "battery" is any willful and unlawful use of force or violence upon the person of another. (Penal Code 242)

Any person who touches an intimate part of another person while that person is unlawfully restrained by the accused or an accomplice, and if the touching is against the will of the person touched, and is for the purpose of sexual arousal, sexual gratification or sexual abuse, is guilty of sexual battery. (Penal Code 243.4)

Applicable Code Section

A pupil may not be suspended from school or recommended for expulsion unless the superintendent or the principal of the school in which the pupil is enrolled determined that the pupil has committed any of the following:

- (n) Committed or attempted to commit a sexual assault as defined in Section 261, 266c, 286, 288, 288a, or 289 or the Penal Code or committed a sexual battery as defined in Section 243.4 of the Penal Code. (Education Code 48900(n))

ACTION

If a sexual assault/sexual battery occurs while on school grounds or during an activity off school grounds related to school attendance, the following steps will be taken:

- a. Administration calls the parents and police.
- b. Suspend the student for five days.
- c. Principal contacts the parents (at time act occurs, if possible) and arranges a meeting between parents and Local School Placement Committee.
- d. Following the meeting, the Local School Placement Committee recommends expulsion to the Administrative Hearing Panel through the Safe Schools office. A recommendation to extend the suspension shall be made to the Director of Human Resources. Written notification and the minutes of the Local School Placement Committee shall be mailed to the parents/ guardians.

18. SEXUAL HARASSMENT (see also Policy 8708)

A pupil may be suspended from school or recommended for expulsion if the superintendent or the principal of the school in which the pupil is enrolled determines that the pupil has committed sexual harassment as defined in Section 212.5. (Education Code Section 48900.2)

The Anaheim Union High School District is committed to maintaining a learning environment that is free of sexual harassment. The District prohibits the unlawful sexual harassment of any student by any employee, student, or other person at school or at any school related activity.

Unwelcome sexual advances, requests for sexual favors, and other verbal, visual, or physical conduct of a sexual nature, constitute sexual harassment when (1) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment or academic status or program, (2) submission to, or rejection of, such conduct by an individual is used as the basis for any decision affecting the individual regarding benefits and services, honors, programs, activities available at or through the educational institution, or (3) such conduct has the purpose or effect of substantially interfering with an individual's work or academic performance or creating an intimidating, hostile, or offensive working or learning environment. (Education Code 212.5)

ACTION

Upon receiving information that sexual harassment has occurred, the administrator will investigate the charges to the best of his/her ability and take necessary administrative action. Any student who engages in the sexual harassment of anyone at school or a school related activity shall be subject to disciplinary action. For students in grades 7 through 12, the disciplinary action may include verbal/written warning; parent conference; detention/Saturday work detail; suspension and/or recommendation for expulsion.

- a. Administration calls the parents.
- b. Suspend the student for one to five days.
- c. Principal contacts the parents (at the time the act occurs, if possible) and arranges a meeting between parents and Local School Placement Committee.
- d. Following the meeting, the Local School Placement Committee may recommend expulsion to the Administrative Hearing Panel through the Safe Schools office. A recommendation to extend the suspension shall be made to the Director of Human Resources. Written notification and the minutes of the Local School Placement Committee shall be mailed to the parents/guardians.

NOTE: Sexual harassment may also be considered a physical threat, physical injury, or extortion.

19. HATE VIOLENCE

A pupil may be suspended from school or recommended for expulsion if the superintendent or the principal of the school in which the pupil is enrolled determines that the pupil has caused, attempted to cause, threatened to cause, or participated in an act of, hate violence, as defined in subdivision (e) of Section 233. (Education Code Section 48900.3)

Act(s) of hate violence are those acts whereby an individual by force or by threat of force willingly injures, intimidates, interferes, oppresses or threatens another person because of the other person's race, color, religion, ancestry, national origin, disability, or other characteristics described in sections 422.6, 422.7 or 422.75 of the Penal Code. (Education Code Section 33022.5(e))

ACTION

Upon receiving information that an act of hate violence has occurred, the administrator(s) will investigate and take necessary administrative steps including, but not limited to, the following:

- a. Administration calls the parents.
- b. Suspend the student for one to five days.
- c. Principal contacts the parents (at time act occurs, if possible) and arranges a meeting between parents and Local School Placement Committee.
- d. Following the meeting, the Local School Placement Committee may recommend expulsion to the Administrative Hearing Panel through the Safe Schools office. A recommendation to extend the suspension shall be made to the Director of Human Resources. Written notification and the minutes of the Local School Placement Committee shall be mailed to the parents/guardians.

20. HARASSMENT OR INTIMIDATION

For the purposes of this section, "harassment" is a knowing and willful course of conduct directed at a specific person which seriously alarms, annoys, or harasses the person, and which serves no legitimate purpose. The course of conduct must be such as would cause a reasonable person to suffer substantial emotional distress to the plaintiff. "Course of conduct" is a pattern of conduct composed of a series of acts over a period of time, however short, evidencing a continuity of purpose.

For the purposes of this section, "a credible threat" is a threat made with the intent and the apparent ability to carry out the threat so as to cause the target of the threat to reasonably fear for his or her safety or the safety of his or her immediate family. (Penal Code Section 139)

"Intimidation" means to make timid or fearful; to frighten.

A pupil may be suspended from school or recommended for expulsion if the superintendent or the principal of the school in which the pupil is enrolled determines that the pupil has intentionally engaged in harassment, threats, or intimidation, directed against school district personnel or pupils, that is sufficiently severe or pervasive to have the actual and reasonably expected effect of materially disrupting classwork, creating substantial disorder, and invading the rights of either school personnel or pupils by creating an intimidating or hostile educational environment. (Education Code Section 48900.4)

ACTION

Upon receiving information that an act of harassment or intimidation has occurred, the administrator(s) will investigate and take necessary administrative steps including, but not limited to, the following:

- a. Administration calls the parents.
- b. Suspend the student for one to five days.
- c. Principal contacts the parents (at time act occurs, if possible) and arranges a meeting between parents and Local School Placement Committee.
- d. Following the meeting, the Local School Placement Committee may recommend expulsion to the Administrative Hearing Panel through the Safe Schools office. A recommendation to extend the suspension shall be made to the Director of Human Resources. Written notification and the minutes of the Local School Placement Committee shall be mailed to the parents/guardians.

21. TERRORISTIC THREAT

A pupil may be suspended from school or recommended for expulsion if the superintendent or the principal of the school in which the pupil is enrolled determines that the pupil has made terroristic threats against school officials or school property, or both. For the purposes of this section, "terroristic threat" shall include any statement, whether written or oral, by a person who willfully threatens to commit a crime which will result in death, great bodily injury to another person, or property damage in excess of one thousand dollars (\$1,000), with the specific intent that the statement is to be taken as a threat, even if there is no intent of actually carrying it out, which, on its face and under the circumstances in which it is made, is so unequivocal, unconditional, immediate, and specific as to convey to the person threatened, a gravity of purpose and an immediate prospect of execution of the threat, and thereby causes that person reasonably to be in sustained fear for his own safety or for his or her immediate family's safety, or for the protection of school district property, or the personal property of the person threatened or his or her immediate family. (Education Code Section 48900.7)

A pupil shall not be suspended from school nor recommended for expulsion unless the superintendent or the principal of the school in which the pupil is enrolled determines that the pupil has done any of the following: made terroristic threats against school officials or school property, or both.

ACTION

Upon receiving information that an act of terroristic threat(s) has occurred, the administrator(s) will investigate and take necessary administrative steps including, but not limited to, the following:

- a. Administration calls the parents and police.
- b. Suspend the student for one to five days.
- c. Principal contacts the parents (at time act occurs, if possible) and arranges a meeting between parents and Local School Placement Committee. Principal completes Staff protection Incident Report (6205.01-R).
- d. Following the meeting, the Local School Placement Committee shall recommend expulsion to the Administrative Hearing Panel through the Safe Schools office. A recommendation to extend the suspension shall be made to the Director of Human Resources. Written notification and the minutes of the Local School Placement Committee shall be mailed to the parents/guardians.

SECTION D**CLASS II INFRACTIONS**

Each Local School Principal is charged with the responsibility for the development of a Local School Disciplinary Section of this handbook which will include policies and procedures that are unique to the individual needs of that school.

The school will develop, communicate, and enforce procedures prescribing consistent disciplinary action to be taken for the following "Class II" infractions:

CLASSROOM DISRUPTION	GAMBLING
CLOSED CAMPUS VIOLATIONS	PROFANITY/VULGARITY
DEFIANCE/INSUBORDINATION	REFUSAL TO SERVE DETENTION
STUDENT DRESS/GROOMING	TARDY
FIGHTING	TRUANCY
FIRE ALARMS	OTHER OFFENSES
FORGERY	

Emphasis will be placed on the involvement of the total staff in the disciplinary process. Application is to be positive rather than punitive whenever possible. The role of teachers, counselors, parents as well, in the disciplinary process is to be stressed. Maximum utilization of the parent-teacher communication, student conferences, and the detention process is to be included in the applicable procedures. Whenever possible, preventative and corrective counseling is to be emphasized prior to administrative involvement.

The local procedures and policies will be developed by means deemed appropriate by the local school principal. Suggested techniques may include an Ad Hoc Discipline Committee, use of Administrative Council, etc. The procedures developed by the local school are to be consistent with current legislation, district philosophy and adopted district policies.

The local school policies are to be reviewed annually and current copies are to be forwarded to the assistant superintendent, education/operations office.

CLASSROOM DISRUPTION

Applicable Code Section

Duties Generally. Every pupil shall attend school punctually and regularly; conform to the regulations of the school; obey promptly all the directions of his/her teacher and others in authority; observe good order and propriety of deportment; be diligent in study; respectful to his/her teacher and others in authority; kind and courteous to schoolmates; and refrain entirely from the use of profane and vulgar language. (Title 5, 300)

Defiance/Disobedience/Insubordination. A pupil shall not be suspended from school nor recommended for expulsion unless the superintendent or principal of the school in which the pupil is enrolled determines that the pupil has done any of the following:

(k) Disrupted school activities or otherwise willfully defied the valid authority of supervisors, teachers, administrators, school officials, or other school personnel engaged in the performance of their duties. (Education Code Section 48900(k))

Teachers shall hold pupils accountable for good conduct to and from school, on the playgrounds or during recesses. Teachers and administrators shall not be held criminally liable for reasonable exercise of physical control. (Education Code Section 44807)

Pupils who are continually disobedient may be referred to the juvenile court. (Welfare and Institutions Code Section 601)

CLOSED CAMPUS

The campuses of the Anaheim Union High School District are "closed campuses." Students may not leave the school premises without following regular policies as established by the local school.

Duty to Remain at School. A pupil may not leave the school premises at recess, or at any other time before the regular hour for closing school, except in case of emergency, or with the approval of the principal of the school. (Title 5, 303)

STUDENT DRESS AND GROOMING

Applicable Code Section

A pupil who goes to school without proper attention having been given to personal cleanliness or neatness of dress may be sent home to be properly prepared for school, or shall be required to prepare himself/herself for the schoolroom before entering. (Title 5, 302)

District Policy on Dress/Grooming (see also Policy 8603)

The Board of Trustees recognizes its obligation to provide an educational environment which will prepare students for responsibilities necessary for a successful and productive adult life.

While on campus, or at any school-sponsored event, students and guests shall be dressed and groomed in a manner which reflects good taste and decency, and will not detract from or interfere with the educational environment, instructional program, general morale, or image of the school. All dress must be modest, neat, clean, and consistent with legal provisions. Shoes must be worn at all times. Any gang related apparel, if worn or displayed on a school campus may be determined to threaten the health/safety of the school environment. (Education Code Section 35183)

The following are not allowed on campus or at any school-sponsored event:

- 1.1 Dress, grooming, or accessories which
 - 1.2 are considered unsafe, dangerous, or a health hazard.
 - 1.3 contain offensive or obscene symbols, signs, or slogans degrading any cultural, religious, or ethnic values.
 - 1.4 contain language or symbols oriented towards sex, drugs, alcohol, or tobacco.
 - 1.5 contain gang, tagger, crew, and/or clique symbols or display gang colors or clothing which denotes gang, tagger, crew, and/or clique affiliation.
- 2.1 Shoulderless or tube/halter tops, clothes exposing the midsection, shorts that expose the buttocks, or excessively baggy or tight fitting clothing.

Upon district approval, schools may add additional, more specific dress requirements in order to maintain a safe learning environment.

Consistent with the general philosophy of this district, responsibility for the proper attire of all students attending classes in the Anaheim Union High School District rests with the parents/guardians.

The responsibility for enforcing this dress and grooming code rests with the classroom teachers, counselors, and administrators on each campus. Violations of this code will be dealt with pursuant to the provisions of sections 48900-48925 of the California Education Code. Specifically, failure to adhere to the provisions of this dress and grooming code will be considered as a violation of Section 48900(k) which provides for the suspension or expulsion of pupils if they have "disrupted school activities or otherwise defied the valid authority of supervisors, teachers, administrators, school officials, or other school personnel engaged in the performance of their duties."

FIGHTING/UNLAWFUL FIGHTING

Definition

Fight. "Fight" means combat or battle, as hostile encounter or engagement between opposing forces, suggesting primarily the notion of a brawl or unpremeditated encounter, or that of a pugilistic combat.

A fight is reported as an "unlawful fight" only if it results in suspension or expulsion and there is no police report.

An encounter, with blows or other personal violence between two persons. The term does not necessarily imply that both parties should give and take blows. It is sufficient that they voluntarily put their bodies in position with that intent:

Applicable Code Section

A pupil who willfully or negligently injures another pupil or school employee is liable to suspension or expulsion. (Title 5, 305)

The teacher or administrator is exempt from criminal prosecution for reasonable exercise of physical control over pupils. (Education Code Section 44807)

FIRE ALARMS

Any person who willfully and maliciously tampers with, molests, injures, or breaks any fire protection equipment, fire protection installation, fire alarm apparatus, wire, or signal, or willfully and maliciously sends, gives, transmits, or sounds any false alarm of fire, by means of any fire alarm system or signal or by any other means or methods, is guilty of a misdemeanor. (Penal Code Section 148.4(a))

Any person who willfully and maliciously sends, gives, transmits, or sounds any false alarm of fire, by means of any fire alarm system or signal, or by any other means or methods, and great bodily injury or death is sustained by any person as a result thereof, is guilty of a felony. (Penal Code Section 148.4(b))

GAMBLING

Definition

Gaming defined; punishment. Every person who deals, plays or carries on, opens, or causes to be opened, or who conducts either as owner or employee whether for hire or not, any game of faro, monte, roulette, lansquenet, rouge et noire, rondo, tan, fan-tan, stud-horse poker, seven-and-a-half, twenty-one, hokey-pokey, or any banking or percentage game played with cards, dice, or any device, for money, checks, credit, or other representative of value, and every person who plays or bets at or against any of such prohibited games, is guilty of a misdemeanor and shall be punishable by a fine not less than one hundred dollars (\$100.00) nor more than one thousand dollars (\$1,000.00), or by imprisonment in the county jail not exceeding six months, or by both such fine and imprisonment. (Penal Code Section 330)

PROFANITY/VULGARITY

A pupil shall not be suspended from school nor recommended for expulsion unless the superintendent or the principal of the school in which the pupil is enrolled determines that the pupil has done any of the following:

- (i) Committed an obscene act or engaged in habitual profanity or vulgarity. (Education Code Section 48900(ii))

TARDY

Any pupil who is tardy in excess of 30 minutes on each of more than three days in one school year is a truant. (Education Code Section 48260) (See Truancy)

TRUANCY/CUTS

Applicable Code Section

Any pupil subject to compulsory full-time education or to compulsory continuation education who is absent from school without valid excuse three full days in one school year or tardy or absent for more than any 30-minute period during the schoolday without a valid excuse on three occasions in one school year, or any combination thereof, is a truant and shall be reported to the attendance supervisor or to the superintendent of the school district. (Education Code Section 48260)

Students classified as a truant should be made aware of the alternative educational programs available in the district; the parents or guardians have the right to meet with appropriate school personnel to discuss solutions to the pupil's truancy; the pupils may be subject to prosecution under Section 48264; that the pupil may be subject to suspension, restriction, or delay of the pupil's driving privilege pursuant to Section 13202.7 of the Vehicle Code; that it may be recommended that the parent or guardian accompany the pupil to school and attend classes with the pupil for one day. (Education Code 48260)

Pupils between 12 and 18 years of age who enter an attendance area from another state within 10 school days before the end of the school term during which such entrance occurs are exempt for the remainder of the school term. (Education Code 48231 (a))

Subsequent report of truancy. Any pupil who has once been reported as a truant and who is again absent from school without a valid excuse on one or more days, or tardy on one or more days, shall again be reported as a truant to the attendance supervisor or the superintendent of the district. (Education Code Section 48261)

Any pupil is deemed an habitual truant who is reported as a truant three or more times. (Education Code Section 48262)

Each parent or guardian is required to send children from ages 6 to 18 to school. (Education Code Sections 48200, 48400)

Every pupil shall attend school punctually and regularly. (Title 5, 300)

Any pupil who is tardy in excess of 30 minutes on each of more than three days in one school year is a truant. (Education Code Section 48260)

It is the intent of the legislature that alternatives to suspension or expulsion be imposed against any pupil who is truant, tardy, or otherwise absent from assigned school activities. As used in this article, "Suspension" means exclusion of a pupil from regular classroom instruction for adjustment purposes. (Education Code Section 48900)

Referral to Attendance Review Board: Juvenile Court Proceedings

If any minor pupil in any district of a county is a habitual truant, or is irregular in attendance at school, as defined in this article, or is habitually insubordinate or disorderly during attendance at school, the pupil may be referred to a school attendance review board. The supervisor of attendance, or such other persons as the board of the school district or county may designate, making such referral shall notify the minor and parents or guardians of the minor, in writing, of the name and address of the board in which the matter has been referred and of the reason for such referral. The notice shall indicate that the pupil and parents or guardians of the pupil will be invited, along with the referring persons, to meet with the school attendance review board to consider a proper disposition of the referral.

If the school attendance review board determines that available community services can resolve the problem of the truant or insubordinate pupil, then the board shall direct the pupil or the pupil's parents or guardians, or both, to make use of those community services. The school attendance review board may require, at such time as determines proper, the pupil or parents or guardians of the pupil, or both, to furnish satisfactory evidence of participation in the available community services.

If the school attendance review board determines that available community services cannot resolve the problem of the truant or insubordinate pupil or if the pupil or the parents or guardians of the pupil, or both, have failed to respond to directives of the school attendance review board or to services provided, the school attendance review board may, pursuant to Section 48263.5, notify the district attorney or the probation officer of the county in which the school district is located, if the district attorney or the probation officer has elected to participate in the truancy mediation program described in that section. If the district attorney or the probation office has not elected to participate in the truancy mediation program described in Section 48263.5, the school attendance review board may direct the county superintendent of schools to, and, thereupon, the county superintendent of schools shall, request a petition on behalf of a pupil, the juvenile court of the county shall hear all evidence relating to the petition. The school attendance review board shall submit to the juvenile court documentation of efforts to secure attendance as well as its recommendations on what action the juvenile court shall take in order to bring about a proper disposition of the case.

SECTION E**MISCELLANEOUS CODE SECTIONS****ABUSE OF TEACHER AND/OR CHILD**

A pupil shall not be suspended from school nor recommended for expulsion unless the superintendent or the principal of the school in which the pupil is enrolled determines that the pupil has done any of the following:

- (a)(1) Caused, attempted to cause, or threatened to cause physical injury to another person. (Education Code Section 48900)

Any parent, guardian, or other person whose conduct in a place where a school employee is required to be in the course of his or her duties materially disrupts classwork or extracurricular activities or involves substantial disorder is guilty of a misdemeanor which is punishable by a fine not exceeding one hundred dollars (\$100) by imprisonment in the county jail for a period of not more than 10 days, or both. This section does not apply to any otherwise lawful employee concerted activity, including, but not limited to, picketing and the distribution of handbills. (Education Code Section 44811).

It is the duty of the school employee to report an attack, an assault, or a menace by a pupil promptly to law enforcement authorities. Failure to do so is a misdemeanor. (Education Code Section 44014). Any board or employee who urges a person so threatened not to report such incident is guilty of a misdemeanor.

Designated school personnel are responsible for reporting cases of suspected child abuse to a child protective agency. (Penal Code Section 11166)

LEAVING SCHOOL WITHOUT PERMISSION

A pupil may not leave the school premises at any time of the school day except in case of emergency, or with the approval of the principal of the school. (Title 5, 303)

LOITERING

Loitering (to linger or idle about without an obvious school purpose).

Every person who loiters about any school is a vagrant and is guilty of a misdemeanor. (Penal Code Section 653(g))

MALICIOUS MISCHIEF

A pupil who defaces, damages, or destroys any school property is liable to suspension or expulsion. (Title 5, 305)

PORNOGRAPHY

Every person who sells, distributes, displays, or gives away any harmful matter, i.e., pornography, to a minor shall be punished as specified in Section 313.4 (Penal Code Sections 313.1 and 313.4)

LITTERING

It is an infraction for any person to litter or cause to be littered in or upon any public or private property. (Penal Code Section 374.3)

REFUSAL TO SERVE DETENTION

A pupil shall not be suspended from school nor recommended for expulsion unless the superintendent or the principal of the school in which the pupil is enrolled determines that the pupil has done any of the following:

- (k) Disrupted school activities or otherwise willfully defied the valid authority of supervisors, teachers, administrators, school officials, or other school personnel engaged in the performance of their duties. (Education Code Section 48900(k))

VICIOUS HABITS

Children with filthy or vicious habits may be excluded. (Education Code Section 48211)

Indecent exposure in a willful and lewd manner constitutes a misdemeanor. (Penal Code Section 314)

Any person who molests a child under 14 years of age is guilty of a felony. (Penal Code Section 288)

Any person who annoys or molests a child under 18 is guilty of a misdemeanor or a felony depending on the incident. (Penal Code Section 647.6)

SECTION F**COMMUNICATIONS**

Recognizing that an important ingredient in successful school discipline is the understanding by all involved of their respective roles and responsibilities, the Anaheim Union High School District Board of Trustees directs that maximum effort be expended by all personnel in the communication process of the rules and regulations herein.

1. COMMUNICATION TO PARENTS
2. COMMUNICATION TO STUDENTS
3. COMMUNICATION TO EMPLOYEES
4. MISCELLANEOUS COMMUNICATION PROVISIONS

1. COMMUNICATION TO PARENTS

Each local school shall notify parents at the beginning of the first semester of the regular school term, of the availability of rules and regulations of the district pertaining to student discipline. Each local school shall provide parents, upon request, copies of pertinent portions of the District Disciplinary Handbook and also the local campus rules and regulations pertaining to students.

"The governing board of any school district shall prescribe rules not inconsistent with law or with the rules prescribed by the State Board of Education, for the government and discipline of the schools under its jurisdiction. The governing board of each school district which maintains any of grades 1 through 12, inclusive, shall, at the time and in the manner prescribed by Sections 48980 and 48981, notify the parent or guardian of all pupils registered in schools of the district of the availability of rules of the district pertaining to student discipline.

"The principal of each school shall take steps to ensure that all rules pertaining to the discipline of pupils are communicated to continuing students at the beginning of each school year, and to transfer students at the time of their enrollment in the school." (Education Code Section 35291)

2. COMMUNICATION TO STUDENTS

Each local school shall adopt procedures to communicate rules pertaining to discipline of pupils at the beginning of each school year and also to those students who enter during the school year. This communication must include both the local school's disciplinary rules (Class II Infractions) as well as districtwide rules (Class I Infractions).

3. COMMUNICATION TO EMPLOYEES

- a. The district assumes responsibility to ensure that all certificated employees are provided a copy of the student discipline code.
- b. The local school has the responsibility to ensure that every certificated employee on the local campus site is provided a copy of the local school's disciplinary rules.
- c. The local school has the responsibility to ensure that the contents of both the student discipline code and the local school rules are discussed at the local school site with faculty and staff.

4. MISCELLANEOUS COMMUNICATION PROVISIONS

- a. An annual districtwide in-service training session for all levels of administration will be conducted as close as possible to the beginning of school to ensure understanding of the existing student discipline policy, as well as pertinent recent legislation effecting student discipline.
- b. A district discipline committee shall be established for the purpose of continuous review of the district discipline procedures and an annual review of the Disciplinary Handbook.

SECTION G**APPEAL PROCESS**

In order to ensure due process, the parent(s) or legal guardian(s) of a student have the right to appeal disciplinary measures on behalf of their student as follows:

1. Initial appeals are to be directed to the Principal of the school.
2. Secondary appeals may be requested in person or by telephone to the office of the Assistant Superintendent of Administration, no later than five (5) school days after the discipline has been assigned.
3. Barring any unforeseen circumstances, the hearing will be scheduled within three (3) to five (5) school days from the date of the appeal.
4. The District Administrative Panel's decision to grant, deny or modify the appeal shall be made in writing.
5. An appeal of the District Administrative Panel's decision may be made, in writing, to the Board of Trustees. Once an appointment is made to meet with the Board, failure to attend or arrival after the set time will result in an automatic denial of the appeal.
6. There is no further appeal process for disciplinary measures.
7. The authority of the Board of Trustees to make policy is given by the federal government through the State and County Departments of Education.

Cross References:

- 8708 Sexual Harassment, Students
- 8603 Student Dress and Grooming

Legal References:

Education Code

- 212.5 Educational equity
- 48900.2 Suspension for sexual harassment

Board of Trustees

February 6, 1984

Revised: March 26, 1987

Revised: July 12, 1990

Revised: July 16, 1992

Revised: August 1993

Revised: August 1995

Revised: December 1997

Revised: June 1998

Revised: September 1998

Revised: December 1998

Revised: January 1999

Revised: October 2001

Revised: August 2002

Revised: August 2003

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TOBACCO-FREE SCHOOL AND WORKPLACE**6317.15**

The Anaheim Union High School District recognizes that the health hazards of tobacco use have been well established and documented. Tobacco products have serious consequences for the user and, in the case of smoking, for the non-user.

The Board of Trustees, therefore, in the best interest of the health and safety of students, employees, and the general public, directs that smoking and the use of tobacco products shall be prohibited on and in school district facilities and at school-sponsored events. This includes school buildings and grounds, district vehicles, personal vehicles used to transport students, and sites leased or rented by the district for school-sponsored events.

District policy defines "tobacco products" to include electronic nicotine delivering systems (ENDS) and electronic smoking devices (ESDs), with or without tobacco or nicotine content, such as electronic cigarettes, electronic hookah, and other vapor or aerosol-emitting devices. The specific products prohibited include any device which may or may not contain tobacco or nicotine, including, but not limited to, cigarettes, cigars, miniature cigars, smokeless tobacco, snuff, chew, clove cigarettes, betel, electronic cigarettes, electronic hookahs, vape pens, and other vapor/aerosol-emitting devices, with or without nicotine content, that mimic the use of tobacco products.

This policy is established to (1) reflect and emphasize the hazards of tobacco use; (2) further the goal of consistency among on-going school programs and curriculum by discouraging students from using tobacco products; (3) protect the health and safety of students, employees, and the general public; and (4) set a non-tobacco use example by adults.

The Anaheim Union High School District is committed to providing a healthy, tobacco-free lifestyle for its students, staff, and general public while on district property. The successful implementation of this policy will depend on the thoughtfulness, consideration, and cooperation of tobacco users and non-users. All individuals on district premises share in the responsibility of adhering to and enforcing this policy.

Effective July 1, 1995, the use of tobacco products will be prohibited on and in school district facilities. This includes, without limitation, school buildings, school grounds, district vehicles, personal vehicles used to transport students, and sites leased or rented for school-sponsored events.

The Anaheim Union High School District will provide a safe and healthy environment by:

1. Providing a reference list of cessation clinics, community resources, and other agencies to assist employees choosing to quit the use of tobacco.
2. Making public announcements and/or communications about our tobacco free school and workplace.
3. Posting signs at all facilities designating the entire premise as non-tobacco use.
4. Developing an information letter and adjustments to the application for Use of School Facilities to inform approved facility users of the district of the Tobacco Free School and Workplace Policy and the users' responsibility to adhere to the policy.
5. Violations of this policy by employees will be handled through progressive disciplinary actions.
6. Violations by facilities lessors will be handled in accordance with Community Use of School Buildings and Grounds Policy 9701.01.
7. Violations by citizens will be subject to the following:
 - a) A verbal request to stop smoking or to stop the use of other tobacco products on the school district site.
 - b) Upon refusal to comply, a report will be made to the school district site supervisor who will issue a second verbal warning.
 - c) If the second warning is not adhered to, the site supervisor will direct the citizen to leave the site. Should non-compliance result, local law enforcement personnel will be called, in accordance with Municipal Codes and Penal Code 626.6.

Cross References:

AUHSD Board Policy

9701.01 Community Use of School Buildings and Grounds

Legal References:

Education Code

35160 Article 4. Powers and Duties

35160.1 Legislative Finding

48901 Smoking

California Health and Safety Code

39002 Control of Air Pollution

Federal Goals 2000: Educate America Act

1043 Nonsmoking Policy for Children's Services

Penal Code

626.6 Misdemeanor to Reenter Campus After Being Directed to Leave Under Specified Conditions

Board of Trustees

August 1993

Revised: October 1994

Revised: June 1998

References Reviewed: July 2003A

Reviewed: June 2005

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

EDUCATIONAL CONSULTING AGREEMENT

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

18th	day of	February	2016
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by and between

Center for Drug-free Communities

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:

<p>Bill Beacham, Ph.D. of Center for Drug-free Communities will conduct two (2) student assembly sessions at each school site in addition to one (1) staff workshop at Polaris High School. He will conduct the program of "Why Our Kids Are Getting Sicker-Quicker". The focus is on prevention of alcohol, tobacco products and other drugs. He has been a keynote speaker at many local, state and national conventions, including the "International Drug and Alcohol Conference", the National Collegiate Athletic Association (NCAA) "Drugs and Today's Athlete" Conference, the "National Student Assistance Conference" and the "National DARE Officers Association" Conference. His presentation enhances the TUPE curriculum and provides students with real world experiences and information related to overall goals of the Tobacco-Use Prevention Education (TUPE) program.</p>

Site/School	4/8/16 – Brookhurst JHS (2 assemblies) 4/12/16 – Loara HS (2 assemblies) 4/21/16 – Kennedy HS (2 assemblies) 5/13/16 – Orangeview JHS (2 assemblies) April/May 2016–Polaris HS (1 staff workshop)	Funds (Cost Center):	TUPE Grant 4895
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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:	April 8, 2016
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and shall diligently perform as specified and complete performance by:

Date:	May 26, 2016
-------	--------------

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

\$14,000

for services rendered

to # of people:	1,091 – Brookhurst JHS (2) 2,319 – Loara HS (2) 2,441 – Kennedy HS (2) 874 – Orangeview JHS (2) 158 – Polaris HS (1) In addition to an unknown number of site teachers and staff participants.	# hours per day:	2.0 to 4.0	# of days:	5
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pursuant to this AGREEMENT. Payment shall be made 15 to 30 days after receipt of invoice. Consultant shall submit an invoice to District 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 of these presentations, students and staff will gain the knowledge of today's issue of addiction and Why Our Kids Are Getting Sicker Quicker as well as information on prevention, intervention and treatment to addiction to alcohol, tobacco and other drugs.

12. What are the technical reasons Consultant is being hired as an Independent Contractor rather than an employee?

Bill Beacham, Ph.D. is the Executive Director of the Center for Drug-Free Communities. He was a psychologist, teacher, coach in the public schools for 13-years and worked with the National Institute of Mental Health for 4-years in the area of race relations. He is the former Director of Training/Clinical Services for Care Unit Hospitals. Dr. Beacham is an international consultant who has trained educators, law enforcement personnel, and parents in substance use, abuse, prevention, and treatment. He is a prevention/treatment specialist, educator, author, trainer, and a consultant of the LAPD DARE Program and the U.S. Olympic Committee in Colorado Springs. He teaches at University of California Irvine. He also directs the Peer Assistance Leadership PAL Camps for elementary/middle/high school students and advisors.

He has years of experience presenting to students, parents, staff and general populations; and has worked with the Orange County Department of Education (OCDE).

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

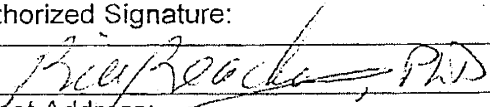
The District will provide audio visual equipment for the PowerPoint presentation. Specifically a screen, mic, and LED projector.

COMMON-LAW FACTORS (IRS Revenue Rule 87-41)

Mark all items that are true for the intended Consultant (if completing on-line, double click the box to mark):

- No Instructions:** The consultant will not be required to follow explicit instructions to accomplish the job.
- No Training:** The consultant will not receive training provided by the employer. The consultant will use independent methods to accomplish the work.
- Work Not Essential to the Employer:** The employer's success or continuation does not depend on the services of the consultant.
- Right to Hire Others:** The consultant is being hired to provide a result and will have the right to hire others for actual work, unless otherwise noted.
- Control of Assistants:** Assistants hired at consultant's discretion; consultant responsible for hiring, supervising, paying of assistants.
- Not a Continuing Relationship:** If frequent, will be at irregular intervals, on call, or whenever work is available.
- Own Work Hours:** Consultant will establish work hours for the job.
- Time to Pursue Other Work:** Since specific hours are not required, consultant may work for other employers simultaneously, unless otherwise noted.
- Job Location:** Consultant controls job location, under district discretion, whether on employer's site or not.
- Order of Work:** Consultant, rather than employer, determines order or sequence of steps in performance of work.
- No Interim Reports:** Only specific pre-determined reports defined in the consulting agreement.
- Basis of Payment:** Consultant paid for services rendered, if applicable (see Agreement #4); total compensation set in advance of starting the job.
- Business Expenses:** Consultant is responsible for incidental or special business expenses.
- Tools and Equipment:** Consultant furnishes the identified tools and equipment needed for the job.
- Significant Investment:** Consultant can perform services without using the employer's facilities. Consultant's investment in own trade is real, essential, and adequate.
- Possible Profit or Loss:** Consultant does these (check valid items):
 - Hires, directs, pays assistants
 - Has equipment, facilities
 - Has a continuing and recurring liability
 - Performs specific jobs for prices agreed-upon in advance
 - Lists services in Business Directory
 - Other (explain) _____
- Work for Multiple Employers:** Consultant may perform services for more than one employer simultaneously, unless otherwise noted.
- Services Available to the General Public** (check valid items):
 - Maintains an office
 - Business license
 - Business signs
 - Advertises services
 - Lists services in Business Directory
 - Other (explain) _____
- Limited Right to Discharge:** Consultant not subject to termination as long as contract specifications are met, unless otherwise noted (see Agreement #5 and #11).
- No Compensation for Non-Completion:** Responsible for satisfactory completion of job; no compensation for non-completion.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed:

CONSULTANT:		DISTRICT:	
Typed Name of consultant (same as page 1):			
Center for Drug-free Communities		Anaheim Union High School District	
Typed Name/Title of Authorized Signatory:		Typed Name of Assistant Superintendent:	
Bill Beacham, Ph.D.		Jaron Fried	
Authorized Signature:		Signature of Assistant Superintendent:	
X 		X	
Street Address:		Street Address:	
14252 Culver Drive, Suite A		501 Crescent Way, P.O. Box 3520	
City, State, Zip Code		City, State, Zip Code	
Irvine, CA 92604		Anaheim, CA 92803-3520	
Date:		Date:	
January 14, 2016			

Mark Appropriately:

Independent/Sole Proprietor:	
Corporation:	X
Partnership:	
Other/Specify:	

Social Security Number* or Federal Identification Number*

572-64-3119	#
-------------	---

*Or, initial below:

X	I have completed a new IRS Form W-9 that will be submitted directly to AUHSD Accounting.
---	--

Telephone Number:

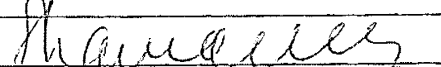
E-mail Address:

714-505-4692 office / 714-227-5975 cell	DrBeacham@cox.net
---	-------------------

If a company/corporation is being approved, the signature must be that of a responsible person. Typed company/corporation/individual's name must be identical to that on page 1.

PRINCIPAL/DISTRICT ADMINISTRATOR:

Signature of Principal or District Administrator (sign prior to submitting to District indicating review and approval):

Signature: 	Date: 1/15/16
--	---------------

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

EDUCATIONAL CONSULTING AGREEMENT

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

18th	day of	February	2016
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by and between

Wheels of Freestyle, Inc.

Independent Contractor, hereinafter referred to as "Consultant" and the Anaheim Union High School District, hereinafter referred to as "District."

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

WHEREAS such services and advice are not available at no cost from public agencies;

and

WHEREAS Consultant is specially trained, experienced, and competent to provide the special services and advice required; and

WHEREAS such services are needed on a limited basis.

NOW, THEREFORE, the parties hereto agree as follows:

1. Services to be provided by Consultant:

Educational BMX 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:	4/5/16 - Gilbert HS (1 show) 4/6/16 – Katella HS (2 shows) 4/7/16 – Western HS (2 shows) 5/25/16 – Dale JHS (2 shows)	Funds (Cost Center):	TUPE Grant 4895
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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:	April 5, 2016
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and shall diligently perform as specified and complete performance by:

Date:	May 25, 2016
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Consultant shall perform said services as an independent contractor and not as an employee of the District. Consultant shall be under the control of the District as to the result to be accomplished and not as to the means or manner by which such result is to be accomplished.

4. District shall prepare and furnish the following information to Consultant, upon request, such information as is reasonably necessary to the performance of Consultant to this AGREEMENT:

Student Support Services will provide consultant with current TUPE information.

5. District shall pay Consultant the maximum amount of

\$7,000

for services rendered

to # of people:	851 - Gilbert HS 2,648 – Katella HS 2,028 – Western HS 1,178 – Dale JHS In addition to an unknown number of site teachers and staff participants.	# hours per day:	2.0 to 3.0	# of days:	4
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pursuant to this AGREEMENT. Payment shall be made 15 to 30 days after receipt of invoice. Consultant shall submit an invoice to District 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 of the BMX assembly, students will learn: (1) how smoking affects your health and can limit your achievements; (2) how smoking can be addictive; (3) the dangers of smokeless tobacco, and ; (4) how smoking can hurt others through secondhand smoke.

12. What are the technical reasons Consultant is being hired as an Independent Contractor rather than an employee?

BMX riders are among the top riders in the nation with various titles and years of experience delivering the message of being tobacco free and instill ideals that will increase self-confidence and positive morals.

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

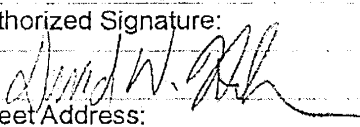
None. Only an outlet to plug in for power and outdoor space for performance.

**COMMON-LAW FACTORS
(IRS Revenue Rule 87-41)**

Mark all items that are true for the intended Consultant (if completing on-line, double click the box to mark):

- No Instructions:** The consultant will not be required to follow explicit instructions to accomplish the job.
- No Training:** The consultant will not receive training provided by the employer. The consultant will use independent methods to accomplish the work.
- Work Not Essential to the Employer:** The employer's success or continuation does not depend on the services of the consultant.
- Right to Hire Others:** The consultant is being hired to provide a result and will have the right to hire others for actual work, unless otherwise noted.
- Control of Assistants:** Assistants hired at consultant's discretion; consultant responsible for hiring, supervising, paying of assistants.
- Not a Continuing Relationship:** If frequent, will be at irregular intervals, on call, or whenever work is available.
- Own Work Hours:** Consultant will establish work hours for the job.
- Time to Pursue Other Work:** Since specific hours are not required, consultant may work for other employers simultaneously, unless otherwise noted.
- Job Location:** Consultant controls job location, under district discretion, whether on employer's site or not.
- Order of Work:** Consultant, rather than employer, determines order or sequence of steps in performance of work.
- No Interim Reports:** Only specific pre-determined reports defined in the consulting agreement.
- Basis of Payment:** Consultant paid for services rendered, if applicable (see Agreement #4); total compensation set in advance of starting the job.
- Business Expenses:** Consultant is responsible for incidental or special business expenses.
- Tools and Equipment:** Consultant furnishes the identified tools and equipment needed for the job.
- Significant Investment:** Consultant can perform services without using the employer's facilities. Consultant's investment in own trade is real, essential, and adequate.
- Possible Profit or Loss:** Consultant does these (check valid items):
 - Hires, directs, pays assistants
 - Has equipment, facilities
 - Has a continuing and recurring liability
 - Performs specific jobs for prices agreed-upon in advance
 - Lists services in Business Directory
 - Other (explain) _____
- Work for Multiple Employers:** Consultant may perform services for more than one employer simultaneously, unless otherwise noted.
- Services Available to the General Public** (check valid items):
 - Maintains an office
 - Business license
 - Business signs
 - Advertises services
 - Lists services in Business Directory
 - Other (explain) _____
- Limited Right to Discharge:** Consultant not subject to termination as long as contract specifications are met, unless otherwise noted (see Agreement #5 and #11).
- No Compensation for Non-Completion:** Responsible for satisfactory completion of job; no compensation for non-completion.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed:

CONSULTANT:	DISTRICT:
Typed Name of consultant (same as page 1):	
Wheels of Freestyle, Inc.	Anaheim Union High School District
Typed Name/Title of Authorized Signatory:	Typed Name of Assistant Superintendent:
David W. Holden, President	Jaron Fried
Authorized Signature:	Signature of Assistant Superintendent:
X 	X
Street Address:	Street Address
4102 Taos Drive	501 Crescent Way, P.O. Box 3520
City, State, Zip Code	City, State, Zip Code
San Diego, CA 92117	Anaheim, CA 92803-3520
Date:	Date:
January 14, 2016	

Mark Appropriately:

Independent/Sole Proprietor:	
Corporation:	X
Partnership:	
Other/Specify:	

Social Security Number* or Federal Identification Number*

75-3003396

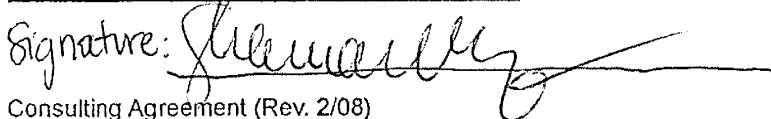
*Or, initial below:

DWH I have completed a new IRS Form W-9 that will be submitted directly to AUHSD Accounting.

Telephone Number: 888-818-8388 E-mail Address: customercare@wheelsoffreestyle.com

If a company/corporation is being approved, the signature must be that of a responsible person. Typed company/corporation/individual's name must be identical to that on page 1.

PRINCIPAL/DISTRICT ADMINISTRATOR:

Signature: 

Date: 1/14/16



Constitutional Rights
Foundation
ORANGE COUNTY

MEMORANDUM OF UNDERSTANDING 2015-2016

This is a Memorandum of Understanding between the **Constitutional Rights Foundation, Orange County ("CRF-OC")** and the **Anaheim Union High School District ("AUHSD")** to provide the CRF-OC Juvenile Peer Court Program ("Peer Court" or the "Program"). Peer Court is a unique juvenile crime diversion program that offers both a second chance to first-time juvenile offenders who have committed misdemeanor level offenses and a valuable educational experience to all high school students in Orange County. The Program is designed to change illegal activities of juvenile offenders, provide restorative justice for families and the community, and teach individual accountability and responsible decision-making. Peer Court serves as an opportunity to positively impact the lives of juvenile offenders, as well as the Peer Court jurors and the student observers and audience members (see Peer Court Program Description attached hereto as Addendum A).

It is expressly understood and agreed by and between CRF-OC and AUHSD as follows:

1. **Purpose:** The purpose of this Memorandum of Understanding is to establish and maintain an effective working relationship between the parties to ensure the coordination and delivery of the Peer Court Program.
2. **Term:** This Memorandum of Understanding shall be in effect from September 1, 2015 to August 30, 2016, unless earlier terminated by either party upon giving sixty (60) days written notice.

3. **Goals:**

Peer Court Sessions: During the 2015-2016 academic year, a total of eight (8) Peer Court sessions will be coordinated and administered at conventional high school and/or junior high school campuses in the Anaheim Union High School District. High school and junior high school students enrolled at any AUHSD campus will be eligible to participate in any of the sessions and also will be eligible to participate in CRF-OC Peer Court sessions held in summer 2016 at the Central Justice Center, Santa Ana.

- **AUHSD school sites** will be determined by AUHSD.
- **Scheduling of AUHSD Program dates** will be at the mutual agreement of the parties with the goal of scheduling four (4) sessions in each academic semester (fall and spring).

- **Each AUHSD Peer Court session will include** a minimum of one (1) case and a maximum of three (3) cases, unless otherwise agreed by the parties.
 - Peer Court cases are real juvenile court cases.
 - AUHSD understands and agrees that Peer Court cases are screened, selected and referred to the Program by third party agencies, including the Orange County Probation Department and Community Services Program, Inc., and that the number of cases scheduled in any given session will be dependent upon the referral of appropriate cases by these various agencies.

4. Description of Services:

It is agreed that CRF-OC will:

a) Work closely with designated AUHSD representatives to schedule and deliver a total of eight (8) Peer Court sessions during the 2015-2016 academic year at times mutually agreeable to both parties. CRF-OC will make every reasonable effort to accommodate scheduling requests of AUHSD and to prioritize any such requests over those of other school districts/sites participating in the Program. AUHSD understands and agrees that CRF-OC may need to cancel a given Peer Court session on late notice due to unanticipated circumstances involving the presiding judge and/or juvenile offenders. In the event a Peer Court session needs to be cancelled, CRF-OC will provide AUHSD with as much advance notice as possible (telephone and email) and work diligently with AUHSD to reschedule the cancelled session.

b) Facilitate day-to-day Program management and coordinate and administer Peer Court sessions with all collaborative Program partners, including the Orange County Superior Court, Orange County Probation Department, Community Services Program, Inc., Orange County District Attorney's Office, Orange County Department of Education, local police departments, Peer Court Program Committee, local law firms and volunteer attorneys and community members. This includes coordinating with case referral agencies to schedule and confirm appropriate cases and the appearance of the juvenile offenders selected to participate and recruiting, training and scheduling judges to preside at each Peer Court session and volunteer attorneys to serve as legal advisors to jurors. All juvenile offenders will be currently attending a school (either within or outside of the AUHSD) other than the school site at which his/her case is being presented and will be accompanied by a parent or guardian.

c) Provide on-site coordination and administration of Peer Court sessions, working with AUHSD school administrators, educators and staff to ensure the provision of appropriate and adequate facilities and a pool of students to serve as Peer Court jurors,

bailiffs and audience members. At least two (2) Peer Court Program staff members will be present at each session and will provide appropriate orientation to juvenile offenders, parents/caretakers, Peer Court jurors and bailiffs, and students in the audience and will assist AUHSD representatives in supervising the session to ensure it is conducted in an orderly manner. It is intended that a courtroom atmosphere be maintained to reflect the purposes behind the Peer Court Program.

d) Provide AUHSD with promotional materials such as flyers, email notifications, etc. for the purpose of publicizing the Peer Court sessions at school sites.

e) Assist AUHSD in the development of a method for Program evaluation/assessment to determine the effectiveness of the Peer Court experience and to encourage reflection and personal growth by participating students. CRF-OC will collect and compile the evaluation data and present findings to AUHSD on a semi-annual basis. Participation in the evaluation process will be strongly encouraged of students, parents, educators and administrative staff participating in the Program.

It is agreed that AUHSD will:

a) Designate and authorize appropriate AUHSD representatives, including educators and/or administrative staff at school sites, to work with CRF-OC to schedule, coordinate and administer Peer Court sessions. One or more AUHSD representatives will be present at each Peer Court session with authority to supervise the session.

b) Provide appropriate and adequate facilities at each school site to hold each Peer Court session(s). Generally, appropriate facilities include a "courtroom" with sufficient capacity to seat fifty (50) or more and two (2) "deliberation" classrooms.

c) Make dedicated and diligent efforts to publicize Peer Court sessions within the district and at school sites and to recruit students to serve as Peer Court jurors, bailiffs and audience members with the goal of securing the largest student attendance possible at each session. The parties understand and agree that it is desirable to have a minimum of fifty (50) students in the audience.

d) Ensure compliance with fire codes and other regulations governing assemblies in or on school property.

e) Ensure that student behavior at Peer Court sessions is appropriate to being in a court of law.

f) Provide CRF-OC with a minimum of twenty-four (24) hours notice (telephone or email) in the event of problems or concerns or need to cancel or reschedule any Peer Court session.

g) Support the success and effectiveness of the Peer Court Program and to this end communicate and collaborate with CRF-OC on a regular basis.

5. Program Budget:

a) The total Program budget is forty-three thousand, two-hundred and sixty-nine dollars (\$43,269). The budget includes a proportionate cost of salaries for CRF-OC staff members assigned to the Program and CRF-OC operational expenses directly related to the Program. (See Peer Court Program Budget attached hereto as Addendum B).

b) The Program budget represents the cost to CRF-OC to manage and implement thirty (30) Peer Court sessions at fifteen (15) participating high schools and junior highs throughout Orange County and three (3) Peer Court sessions at the Central Justice Center in Santa Ana during the 2015-2016 year. CRF-OC will be providing twenty-four (24%) of the Peer Court sessions to AUHSD directly.

c) AUHSD will pay to CRF-OC the total amount of eight thousand dollars (\$8,000) in two equal installments, payable on September 30, 2015 and January 31, 2016. The total amount reflects eighteen point five percent (18.5%) of the total Program Budget and a cost of twenty dollars (\$20) per student (assuming fifty (50) student attendees per session) to AUHSD. As student participation increases, the cost per student to AUHSD will decrease as follows:

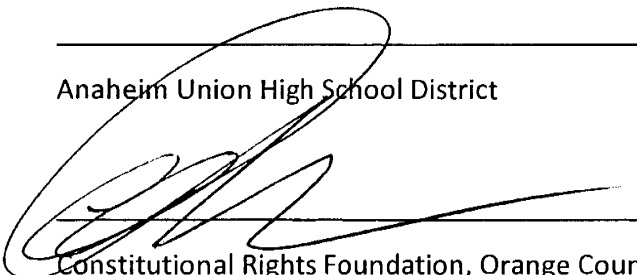
<i>Average Student Attendance Per Session</i>	<i>Total Number of Student Attendees</i>	<i>Cost Per Student Attendee</i>
50	400	\$20.00
75	600	\$13.33
100	800	\$10.00

c) CRF-OC is a non-partisan, non-profit education organization and is tax-exempt under Section 501(c)(3) of the Internal Revenue Code. Federal Tax ID #33-0068500.

In witness whereof, this Memorandum of Understanding has been executed by the parties hereto:

Anaheim Union High School District

Date _____



Constitutional Rights Foundation, Orange County

Date 12/10/15

**Addendum A:
Peer Court Program Description**

Peer Court is a unique juvenile crime diversion program that offers both a second chance to first-time juvenile offenders who have committed misdemeanor level offenses and a valuable educational experience to all high school students in Orange County.

Peer Court sessions are held on high school campuses across Orange County. Sitting judges preside, attorneys advise and high school students designated as “jurors” assess the cases presented and assign appropriate sanctions. Students in the audience observe and participate in an interactive curriculum, learning about the juvenile justice system and the importance of making responsible decisions. Peer Court is an extremely cost effective program and has proven to be a successful strategy for preventing repeat offenses.

Program benefits include:

- *Community Policing:* Juvenile Crime Diversion helps promote a positive perception of the Police Department in the community by linking families to resources and providing parents tools to deal with problem behavior in the future instead of just punishing the offender.
- *Reduced Recidivism:* Juvenile Crime Diversion helps reduce recidivism by strengthening protective factors in families through educational tools, resources and support to work through the youth's delinquent behaviors.
- *Restorative Justice:* Juvenile Crime Diversion impacts the lives of victims and offenders by supporting a Restorative Justice approach where offenders are encouraged to take responsibility for their actions and repair the harm done to victims or communities often promoting civic duty, gaining a sense of community and learning job skills through community service in the process.

**Addendum B:
Peer Court Program Budget**

This budget represents the cost to CRF-OC to manage and implement thirty (30) Peer Court sessions at fifteen (15) participating high schools and junior highs throughout Orange County and three (3) Peer Court sessions at the Central Justice Center in Santa Ana during the 2015-2016 year. CRF-OC will be providing twenty-four percent (24%) of the Peer Court sessions to AUHSD directly.

Expenses	
<i>Employee Expenses (Salaries and Taxes)</i>	22,458
<i>Program Expenses</i>	
Facilities	1,274
Travel	500
Partnership Development	800
Graphic Design	550
Marketing/Printing	800
Materials/Decor	100
<i>Program Operating Expenses</i>	
Bank Fees	800
Computer Equipment & Support	1,360
Maintenance Contracts	1,200
Insurance	900
Maintenance/Repairs	60
Payroll Services	140
Professional Services	3,000
Rent	6,247
Supplies	1,600
Taxes/Licenses	60
Telephone	900
Utilities	160
E-Communications	360
Total Expenses	<u>43,269</u>

Memorandum of Understanding

Between Anaheim Union High School District and Orange County Labor Federation

This memorandum of understanding is hereby entered between the two parties indicated below and for the purpose as stated in the scope of work:

**Anaheim Union High
School District**

Jaron Fried, Assistant Superintendent Educational
Services
Contact Person (Title)

501 Crescent Way
Anaheim, CA 92801
Address

(714) 999-3557
Phone Number

**Orange County Labor Federation
(OCLF)**

Julio Perez, Executive Director

309 N. Rampart St.
Orange, CA 92868
Address

(714) 385-1534
Julio@oclabor.org
www.oclabor.org
Phone Number/Email

I. Purposes

The purpose of this Memorandum of Understanding (MOU) is to maintain an effective working relationship established between the Orange County Labor Federation (OCLF) and Anaheim Union High School District (AUHSD).

The purpose of the Orange County Labor Federation Youth Services is to partner in conducting youth education courses to prepare them for pre-apprenticeship/apprenticeship opportunities, entry level skills for a variety of technical careers, worker rights, health and safety, and other available resources for students in select classrooms with the intent that the students will learn:

- A. Academic, career and educational counseling and support
- B. Job-search, interview skills, resume building, leadership, financial literacy, and civic engagement
- C. internships, pre-apprenticeship and apprenticeships; GED/High School, college and University programs.

II. TERM:

The term of this agreement shall be for one year and it will be automatically renewed. The agreement can be terminated by either party for no cause with 90 days' notice.

III. Scope of Work

A. OCLF shall provide the following services at no charge to the AUHSD:

1. A minimum of five sessions per participating classroom of OCLF's Youth Services program, administered in either a one, two, or three-week period as stipulated by partnering school.

- Sessions will consist of lectures, introductions, testing, guest speakers, along with time reserved for question and answer.

- Session will feature a distribution of informational material and assignments.

2. Qualified, experienced Facilitators to administer the sessions with PowerPoint-readied slides and other materials.
3. Priority allocation for individual participants in educational fieldtrips/excursions, special events, workshops and trainings.

B. The school shall provide the following at no charge to the foundation:

1. Classroom space for facilitators.
2. A classroom period for lecture and demonstration per each session.
3. A preferred minimum of ten students per session.

IV. Termination

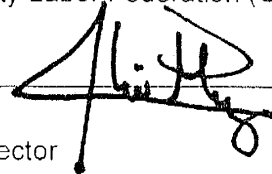
This Memorandum of Understanding shall be effective upon approval of both parties shown below and as dated by both parties for one year (12 months). This agreement may be renewed annually by a new document with term, modifications as needed and affixed signatures and dates. Should this Memorandum of Understanding require modification, such changes shall only be added by mutual agreement by both parties. This Memorandum of Understanding may be terminated by either party by issuing a written Notice of Termination (30 days' written notice) delivered by email or mail.

Anaheim Union High School District

Orange County Labor Federation (OCLF)

Jaron Fried
Asst. Superintendent, Educational
Services

Julio Perez
Executive Director



Date

Date

1/12/16

1/15/16

Memorandum of Understanding

Between

Marc Lerner, MD

And

Anaheim Union High School District

This Memorandum of Understanding (hereinafter referred to as "MOU") memorializes the terms and conditions of the understanding between Marc Lerner, MD of Orange County Department of Education and Anaheim Union High School District (District).

Background

Orange County Child Health Disability Prevention (CHDP) Program, with the support of Dr. Cordes and Kathy Strobel, District Nurse Practitioner, provided services to uninsured, low income, and Medi-Cal eligible patients through the District. Dr. Cordes and Kathy Strobel recently retired at the completion of the 2014/15 school year, as providers to the AUHSD Clinic. Dr. Cordes and Kathy Strobel's services were more than appreciated by the many families who received services over the years through AUHSD CHDP Clinic. For the support of the Clinic, CHDP providers are needed along with the support District physical therapy and occupational therapy services, provided by District and Greater Anaheim SELPA therapists.

Dr. Lerner is a Board Certified Pediatrician and Surgeon, and is currently the Medical Officer of the Orange County Department of Education. He advises the department on health issues, including fitness and physical education; serves as a liaison to doctors, community groups and government partners. Dr. Lerner works with school nurses to eliminate health barriers to academic performance. Previously, Dr. Lerner was a UC Irvine School of Medicine professor the chief of developmental and behavioral pediatrics at UCI and Children's Hospital of Orange County. Dr. Lerner was the first-ever medical officer of the Orange County Department of Education.

Purpose

This MOU will establish a partnership between Marc Lerner, MD and the District. Dr. Lerner and Dr. Del Grace, PNP were approved by CHDP Program as CHDP Providers under the National Pin Number (NPI) 1144368093. Dr. Lerner and Dr. Grace will be authorized to commence providing CHDP Health assessment screening for children at the AUHSD 501 North Crescent Way, Anaheim, CA 92803. Dr. Lerner's services through the District include prescriptive support for physical therapy and occupational therapy.

Funding

Dr. Lerner’s acceptance through CHDP, as well as the services he will provide are at no cost to the District as collaborative provider for the AUHSD clinic through Health Services.

Duration

This MOU may be modified by mutual consent of Dr. Lerner and authorized officials from the District. This MOU shall become effective upon signature by Dr. Lerner and authorized officials from the District, with services to be effective February 19, 2016 through February 19, 2017. This MOU shall automatically terminate at the expressed desire of the individuals listed, the Board of Trustees members, and the Superintendent at AUHSD.

Contact Information

Partner name: Marc Lerner, MD
Address: 200 Kalmus Dr. Costa Mesa, CA. 92626
Telephone: 949-351-1565
Fax:714-432-1916
Email:mlerner@ocde.us

Partner name: Anaheim Union High School District
Partner representative: Dr. Jaron Fried
Position: Assistant Superintendent
Address: 501 N. Crescent Way, Anaheim, CA 92801
Telephone: 714-999-3557

_____ Date: _____
Marc Lerner, MD

_____ Date: _____
Dr. Jaron Fried

ANAHEIM UNION HIGH SCHOOL DISTRICT
 501 Crescent Way – P.O. Box 3520
 Anaheim, CA 92803-3520

EDUCATIONAL CONSULTING AGREEMENT

THIS AGREEMENT is made and entered into this:

18th	day of	February	2016
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by and between

Dr. Fernando Rodriguez-Valls

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:

Dr. Fernando Rodriguez-Valls, who is an associate professor at California State University, Fullerton, will agree to: <ul style="list-style-type: none"> • Design materials for professional development, curriculum and evaluation for the pilot summer Language Academy (15 hours) • Conduct professional development for District staff, teachers, and instructional assistants to prepare them to facilitate and teach the language and literacy development components of the summer Language Academy (15 hours) • Observe the summer Language Academy classrooms and gather data (30 hours) • Analyze collected data and write a report to the District on the outcomes of the pilot (15 hours)

Site/School:	EL and Multilingual Services, ELD Program	Funds:	Title III (3780)
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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:	February 22, 2016
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and shall diligently perform as specified and complete performance by:

Date:	July 31, 2016
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Consultant shall perform said services as an independent contractor and not as an employee of the District. Consultant shall be under the control of the District as to the result to be accomplished and not as to the means or manner by which such result is to be accomplished.

4. District shall prepare and furnish the following information to Consultant, upon request, such information as is reasonably necessary to the performance of Consultant to this AGREEMENT:

No other information from the District is needed.

5. District shall pay Consultant the maximum amount of

\$7,500

for services rendered

to # of people:	6-10 District staff (teachers and bilingual instructional assistants)	# hours per day:	5	# of days:	3
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pursuant to this AGREEMENT. Payment shall be made 15 to 30 days after receipt of invoice. Consultant shall submit an invoice to District.

6. District may at any time for any reason terminate this AGREEMENT. Written notice by the District's superintendent shall be sufficient to stop further performance of services by Consultant. The notice shall be deemed given when received or no later than three (3) days after the day of mailing, whichever is sooner.
7. Consultant agrees to and shall hold harmless and indemnify District, its officers, agents, and employees from every claim or demand and every liability or loss, damage, or expense of any nature whatsoever, which may be incurred by reason of:
 - a. Liability for damages for death or bodily injury to person, injury to property, or any other loss, damage, expense sustained by Consultant or any person, firm, or corporation employed by Consultant upon or in connection with the services called for in this AGREEMENT except for liability for damages referred to above which result from the sole negligence or willful misconduct of District, its officers, employees, or agents.

- b. Any injury to or death of persons or damage to property, sustained by any persons, firm, or corporation, including the District, arising out of, or in any way connected with the services covered by this AGREEMENT, whether said injury or damage occurs either on or off school district property, except for liability for damages which result from the sole negligence or willful misconduct of the District, its officers, employees, or agents.

Consultant, at Consultant's expense, cost, and risk, shall defend any and all actions, suits, or other proceedings that may be brought or instituted against the District, its officers, agents, or employees on any such claim, demand, or liability and shall pay or satisfy any judgment/lawsuit reimbursement that may be rendered against the District, its officers, agents, or employees in any action suit, or other proceedings as a result thereof.

8. This AGREEMENT is not assignable without written consent of the parties hereto.
9. Consultant and assistants shall comply with all applicable federal, state, and local laws, rules, regulations, and ordinances, including Worker's Compensation.
10. Consultant, if an employee of another public agency, certifies that Consultant shall not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to the AGREEMENT.
11. The following is a brief description of what will be achieved by Consultant as a result of this AGREEMENT:

Dr. Rodriguez-Valls, in collaboration with District staff, will design and tailor the Summer Language Academy curriculum to fit the needs of the District's English learner students. His services will also include professional development for district staff, teachers, and support staff, classroom observations, collection and analyzing of data, and presentation to the District with a written report of the pilot program.

12. What are the technical reasons Consultant is being hired as an Independent Contractor rather than an employee?

Dr. Rodriguez-Valls has created partnerships with school districts, local educational agencies and universities to develop and implement community-based literacy programs. His work focuses on equitable instructional practices for second language learners and migrant students as well as on the socio-cultural factors affecting their academic achievement, educational continuity and school engagement.

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

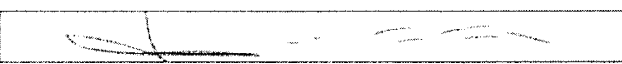
No technical support is needed.

**COMMON-LAW FACTORS
(IRS Revenue Rule 87-41)**

Mark all items that are true for the intended Consultant (if completing on-line, double click the box to mark):

- No Instructions:** The consultant will not be required to follow explicit instructions to accomplish the job.
- No Training:** The consultant will not receive training provided by the employer. The consultant will use independent methods to accomplish the work.
- Work Not Essential to the Employer:** The employer's success or continuation does not depend on the services of the consultant.
- Right to Hire Others:** The consultant is being hired to provide a result and will have the right to hire others for actual work, unless otherwise noted.
- Control of Assistants:** Assistants hired at consultant's discretion; consultant responsible for hiring, supervising, paying of assistants.
- Not a Continuing Relationship:** If frequent, will be at irregular intervals, on call, or whenever work is available.
- Own Work Hours:** Consultant will establish work hours for the job.
- Time to Pursue Other Work:** Since specific hours are not required, consultant may work for other employers simultaneously, unless otherwise noted.
- Job Location:** Consultant controls job location, under district discretion, whether on employer's site or not.
- Order of Work:** Consultant, rather than employer, determines order or sequence of steps in performance of work.
- No Interim Reports:** Only specific pre-determined reports defined in the consulting agreement.
- Basis of Payment:** Consultant paid for services rendered, if applicable (see Agreement #4); total compensation set in advance of starting the job.
- Business Expenses:** Consultant is responsible for incidental or special business expenses.
- Tools and Equipment:** Consultant furnishes the identified tools and equipment needed for the job.
- Significant Investment:** Consultant can perform services without using the employer's facilities. Consultant's investment in own trade is real, essential, and adequate.
- Possible Profit or Loss:** Consultant does these (check valid items):
 - Hires, directs, pays assistants
 - Has equipment, facilities
 - Has a continuing and recurring liability
 - Performs specific jobs for prices agreed-upon in advance
 - Lists services in Business Directory
 - Other (explain) _____
- Work for Multiple Employers:** Consultant may perform services for more than one employer simultaneously, unless otherwise noted.
- Services Available to the General Public** (check valid items):
 - Maintains an office
 - Business license
 - Business signs
 - Advertises services
 - Lists services in Business Directory
 - Other (explain) _____
- Limited Right to Discharge:** Consultant not subject to termination as long as contract specifications are met, unless otherwise noted (see Agreement #5 and #11).
- No Compensation for Non-Completion:** Responsible for satisfactory completion of job; no compensation for non-completion.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed:

CONSULTANT:		DISTRICT:	
Typed Name of consultant (same as page 1):			
Dr. Fernando Rodriguez-Valls		Anaheim Union High School District	
Typed Name/Title of Authorized Signatory:		Typed Name of Assistant Superintendent:	
Dr. Fernando Rodriguez-Valls		Dr. Jaron Fried	
Authorized Signature:		Signature of Assistant Superintendent:	
			
Street Address:		Street Address:	
538 Wickliffe Dr.		501 Crescent Way, P.O. Box 3520	
City, State, Zip Code		City, State, Zip Code	
Pasadena, CA 91104		Anaheim, CA 92803-3520	
Date:		Date:	
January 29, 2016			

Mark Appropriately:

Independent/Sole Proprietor:	<input checked="" type="checkbox"/>
Corporation:	<input type="checkbox"/>
Partnership:	<input type="checkbox"/>
Other/Specify:	<input type="checkbox"/>

Social Security Number* or Federal Identification Number*

620-92-7533	
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*Or, initial below:

<input checked="" type="checkbox"/>	I have completed a new IRS Form W-9 that will be submitted directly to AUHSD Accounting.
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Telephone Number:

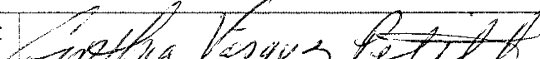
E-mail Address:

626-354-6094	fernandez-valls@fullerton.edu
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If a company/corporation is being approved, the signature must be that of a responsible person. Typed company/corporation/individual's name must be identical to that on page 1.

PRINCIPAL/DISTRICT ADMINISTRATOR:

Signature of Principal or District Administrator:

Signature: 	Date: January 29, 2016
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Anaheim Union High School District
 Education Division
**APPLICATION FOR STUDENT-INITIATED,
 NON-CURRICULUM RELATED ORGANIZATION**
 CLICK AND ENTER DATA

School:	Magnolia High School	Date of Application:	01/06/2016
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Policy permits student-initiated non-curriculum related school groups to conduct voluntary meetings on school grounds regardless of the size of the group or the religious, political or philosophical purpose of the students' meetings, under the following conditions:

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

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

Name of proposed group:

Biliteracy Club

Purpose of the group (Please describe thoroughly):

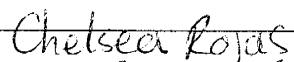
Mentors/tutors and mentees with knowledge of English and languages other than English will develop relationships designed to promote college and career success.
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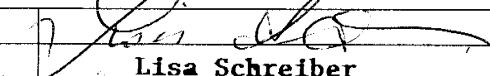
Frequency of group meetings:


Every 3 rd Thursday - Monthly
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Proposed meeting day, time and location:

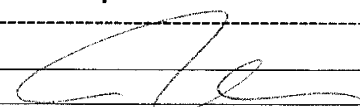
Day:	Thursday	Time:	Lunch	Location:	Room 110
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Applicant's Signature:		Date:	01-06-2016
Printed Name:	Chelsea Rojas		

Advisor's Signature:		Date:	01-06-2016
Printed Name:	Lisa Schreiber		

Principal's Signature:		Date:	1/2/16
Printed Name:	Haig Diribe		

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

Assistant Superintendent's Signature:		Date:	2/3/16
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Following approval, the completed application will be returned to the school principal.

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

School: MAGNOLIA	Date of Application: 1/19/2016
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Policy permits student-initiated non-curriculum related school groups to conduct voluntary meetings on school grounds regardless of the size of the group or the religious, political or philosophical purpose of the students' meetings, under the following conditions:

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

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

Name of proposed group:

Bodybuilding Club

Purpose of the group:

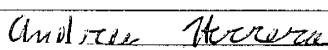
To promote a healthy lifestyle and be physically active.

Frequency of group meetings:

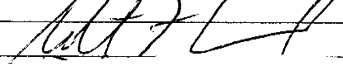
1 x per week

Proposed meeting day, time and location:

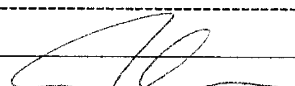
Day:	Tuesday	Time:	lunch	Location:	Weight room
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Applicant's Signature:		Date:	1/20/16
Printed Name:	Andres Herrera		

Advisor's Signature:		Date:	1/20/16
Printed Name:	Ryan Olson		

Principal's Signature:		Date:	1-23-16
Printed Name:	Robert Cunard		

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

Assistant Superintendent's Signature:		Date:	2/3/16
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Following approval, the completed application will be returned to the school principal.

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

CLICK AND ENTER DATA

School:	Lexington JHS	Date of Application:	1/27/16
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Policy permits student-initiated non-curriculum related school groups to conduct voluntary meetings on school grounds regardless of the size of the group or the religious, political or philosophical purpose of the students' meetings, under the following conditions:

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

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

Name of proposed group:

Lexington Robotics Club

Purpose of the group (Please describe thoroughly):

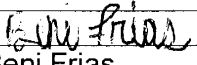
The Lexington Robotics Club will meet to allow students to become familiar with and work with robots and anything that is part of a robot. This includes coding (programming), engineering, electronics, building, and much more. The group will facilitate a better understanding of mechatronics (the field of robots with electronics) to gain 21st century skills and have fun doing it.

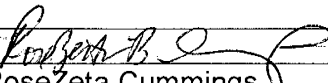
Frequency of group meetings:

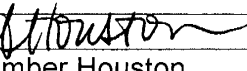
Meetings will be held once per week during lunch except during competitions times as needed. Specialty competition teams will meet more often as needed including before school, during lunch and after school

Proposed meeting day, time and location:

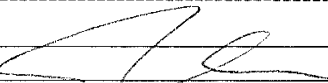
Day:	As needed	Time:	See above	Location	Room 307
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Applicant's Signature:		Date:	1/27/16
Printed Name:	Beni Frias		

Advisor's Signature:		Date:	1/27/16
Printed Name:	Rose Zeta Cummings		

Principal's Signature:		Date:	1/27/16
Printed Name:	Amber Houston		

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

Assistant Superintendent's Signature:		Date:	2/3/16
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Following approval, the completed application will be returned to the school principal.

Anaheim Union High School District
Education Division

APPLICATION FOR CURRICULUM-RELATED STUDENT ORGANIZATION

CLICK AND ENTER DATA IN THE APPROPRIATE AREAS (DOUBLE CLICK SHADED BOXES)

Name of Organization:

Applied Tech Club

School:

South JHS

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

Sammy Myers (President) and see attached list of club members

Staff Sponsor(s):

Mrs. Sunyee Chang

List purposes, objectives, and activities of organization (attach copy of Constitution and By-Laws)

To give all students the opportunity to learn about Applied Tech and how to apply technology skills to 21st Century Learning and Living. Any and all students are welcome to join and apply.

See attached document for more details.

Proposed meetings:

Day(s): Wednesdays

Time(s): Lunch Time

Location: Room 501

Special equipment? No Yes – Describe:

Computers, projector, laptops

Qualifications for membership, if any:

All Applied Tech students are immediately offered to become members on the first day of school. Membership is open to all 7th and 8th grade students at South JHS.

How are officers elected?

Officers are selected from and voted by the Applied Tech class. Student with the most votes are elected officers of each open position.

Term?

Year-long

State relationship to curriculum and/or instructional program of the district, and describe

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

Members will research and analyze current technology trends and developments online and present findings through class debates and projects. Members will explore Photo Software, Microsoft Office Suite, WYSIWYG editors, Google Drive, Haiku, and various Web 2.0 Tools. This aligns with the curriculum taught in the classroom.

Members will experience team building and team work via collaborative digital projects. Members will also learn and develop basic web design and debugging skills throughout the school year.

Members are also invited to field trips, competitions, and class t-shirts for the class. This club also serves as an extension to 7th graders to give them a sneak peak of the skills needed and can be acquired in Applied Tech so to increase in promotion for the class to 7th graders. For 8th graders who are not official enrolled students in Applied Tech, this club will give them the opportunity to participate with some of the activities

and dabble in the curriculum for the class.

A survey will be given at the end of each year to assess if the experiences from all club members are satisfied with learning new technology skills in the Applied Technology Club.

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

The adviser of Applied Tech Club is also the teacher for the Applied Tech class. As the staff adviser of this club, the teacher is responsible for assisting the student cabinet with promotion of the club.

The teacher is also responsible for handling all money and processing official paperwork needed for the class.

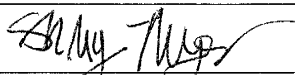
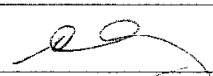
As adviser the teacher needs to communicate with the President and Vice President of the Applied Tech Club to make sure all decisions made are agreed upon by the student cabinet.

Staff adviser will offer her classroom for all club meetings and will guide and mentor the cabinet to lead the club during club meetings.

Will this organization be raising funds for any purpose? No Yes – Describe how funds will be raised and for what purpose:

\$300 a year to cover travel expenses, t-shirts, and other misc. expenses

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


Signature of student making application:	
Printed name of student making application:	Sammy Myers
Signature of faculty sponsor:	
Printed name of faculty sponsor:	Mrs. Chang

Faculty sponsor: I have reviewed this application and

- the application is complete the Constitution/By-Laws are attached
 the application is not complete (explain):

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Signature of School Principal:	Date:
 Ben Wolf	1/21/16

Signature of Assistant Superintendent of Education:	Date:
	2/3/16

Education Office Use Only:

Board of Trustees action:	<input type="checkbox"/> Approved	<input type="checkbox"/> Denied	Date:	
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Submit completed form to the Assistant Superintendent of Education (mail location #15).



Orange County School Boards Association

200 Kalmus Drive • P.O. Box 9050 • Costa Mesa, CA 92628-9050 • (714) 966-4313 Fax (714) 549-2657

January 25, 2016

TO: Board Members of Orange County School Districts, Community Colleges, and Regional Occupational Programs

FROM: Rosemary Saylor, Chair, Marian Bergeson Award Committee

SUBJECT: MARIAN BERGESON AWARD NOMINATIONS

In 1974, the Orange County School Boards Association (OCSBA) created the Marian Bergeson Award to recognize those trustees who best exemplify the spirit of exceptional boardsmanship. The award is presented annually to a trustee who has provided outstanding governing board service and community service to promote and enhance public education.

This letter is an invitation for your Board to nominate a worthy trustee for the Marian Bergeson Award. Nominees can be submitted by individual trustees or boards of education. Past recipients should abstain from the nominating process. However, that member may vote as a member of a board of trustees making a nomination. Criteria for the award are as follows:

1. Recipient shall serve or have served within twelve (12) months prior to selection on a board in good standing in the OCSBA.
2. Emphasis shall be on school board and community service on behalf of public education. The application must differentiate between work done as a volunteer and work done as a paid employee.
3. Consideration may be given for participation in Orange County School Boards Association, California School Boards Association, National School Boards Association, California County Boards of Education or any similar, appropriate service.
4. Previous nominees may be nominated again.
5. Only OCSBA members are allowed to nominate an individual to receive this award.
6. Confidentiality of the nomination is to be maintained until the presentation of the award.

A nomination form and a list of past recipients are enclosed. The deadline for submission is **Wednesday, March 23, 2016**. The Marian Bergeson Award will be presented on Wednesday, April 27, 2016, at the OCSBA dinner meeting to be held at the Irvine Marriott Hotel in Irvine.

Enclosures: Nomination Form and List of Past Recipients

cc: Superintendents, Chancellors, and CEOs



Orange County School Boards Association
2016 Marian Bergeson Award
Nomination Form



Due: Wednesday, March 23, 2016

Submit the completed nomination form and attachments to:

Orange County Department of Education
c/o Blanca Zimmerman
200 Kalmus Drive, P.O. Box 9050, Room B-1008
Costa Mesa, CA 92628-9050
or FAX to (714) 549-2657
or via email: bzimmerman@ocde.us

Name of Nominee _____

Address _____ Phone _____

School District _____

Length of Service as a Board Member _____

Name of Nominator (Individual or District) _____

Email Address _____ Phone _____

Is the nominee a current board member If not, when did he/she go out of office _____

Date: _____

Please explain in detail the nominee's contribution(s) and service to your local board, community, and public education through county, state, and national service. Please attach a maximum of two pages, single-sided, and a two-paragraph description of nominee to be used for publicity purposes. In addition, you may include a single page resume. (The font needs to be 12 point and double-spaced.) Should the application be more than two pages, it will not be considered; additionally no other supporting documentation will be considered.

Criteria for the award are as follows:

1. Recipient shall serve or have served within twelve (12) months prior to selection on a board in good standing in the OCSBA.
2. Emphasis shall be on school board and community service on behalf of public education. The application must differentiate between work done as a volunteer and work done as a paid employee.
3. Consideration may be given for participation in Orange County School Boards Association, California School Boards Association, National School Boards Association, California County Boards of Education or any similar, appropriate service.
4. Previous nominees may be nominated again.
5. Only OCSBA members are allowed to nominate an individual to receive this award.
6. Confidentiality of the nomination is to be maintained until the presentation of the award.

Marian Bergeson Award

Past Recipients

<u>Honoree</u>	<u>District</u>	<u>Year</u>
Marian Bergeson	Newport-Mesa Unified School District	1974
Sheila Meyers O'Neal*	Fountain Valley School District	1978
Bert Skiles*	Orange Unified School District	1978
Marian P. Aguierre	Westminster School District	1979
Worth Keene	Coast Community College District	1979
Lawrence W. Taylor*	South Orange County Community College	1979
J. Franklin Sullivan*	Fullerton Joint Union High School District	1980
Dean McCormick*	Tustin Unified School District	1981
Robert Lindsay*	Centralia School District	1981
Barbara Benson*	Tustin Unified School District	1982
Joan Begovich *	Fullerton Joint Union High School District	1982
Lee Sicoli*	Irvine Unified School District	1983
Ruth Evans	Orange Unified School District	1984
Herb Warren*	North Orange County Community College	1985
Joyce Canfield*	Lowell Joint Unified School District	1986
Felix LeMarinel*	North Orange County Community College	1987
Roger Belgen*	Fountain Valley School District	1987
Richard Shimeall	Magnolia School District	1988
Joan Wilkinson*	Santa Ana Unified School District	1988
Jan Overton*	Capistrano Unified School District	1988
Albert Peraza	Anaheim City School District	1989
Joanne Stanton*	Anaheim Union High School District	1990
Maureen DiMarco*	Garden Grove Unified School District	1991
Roderick MacMillian	Newport Mesa Unified School District	1991
Sherry Loofbourrow	Newport Mesa Unified School District	1992
Mary Ellen Hadley	Irvine Unified School District	1993
Harriet Walther	South Orange County Community College	1994
Jan Averill	Lowell Joint Unified School District	1995
Annette Gude	Capistrano Unified School District	1995
Virginia Wilson	Los Alamitos Unified School District	1996
Marilyn Buchi	Fullerton Joint Union High School District	1997
Crystal Kochendorfer	Capistrano Unified School District	1998
Margie Wakcham	Irvine Unified School District	1998
Esther H. Wallace	Magnolia School District	1999
Robert C. Fislser*	Fullerton School District	2000
Donna Artukovic	Los Alamitos Unified School District	2000
Sheila Benecke	Capistrano Unified School District	2001
Elizabeth Parker	Orange County Board of Education	2002
Judy Franco	Newport-Mesa Unified School District	2003
Antonio Valle, Jr.*	La Habra City School District	2003
Shirley Carey*	Huntington Beach City School District	2004
Karin Freeman	Placentia-Yorba Linda Unified School District	2005
Mary Fuhrman	Buena Park School District	2006
Donna McDougall	Cypress School District	2006
Susie Sokol	Brea Olinda Unified School District	2007
Elizabeth Swift	Buena Park School District	2008
Judy Edwards	Fountain Valley School District	2009
Suzie Swartz	Saddleback Valley Unified School District	2009
John "Jack" W. Bedell	Orange County Board of Education	2010
Meg Cutuli	Los Alamitos Unified School District	2011
Sharon Wallin	Irvine Unified School District	2011
Hilda Sugarman	Fullerton School District	2012
Bonnie Castrey	Huntington Beach Union High School District	2013
Bob Singer	Fullerton Joint Union High School District	2013
Martha Fluor	Newport-Mesa Unified School District	2014
Susan Henry	Huntington Beach Union High School District	2015

*DECEASED

California School Boards Association

AGREEMENT FOR GOVERNANCE CONSULTING SERVICES

THIS Agreement made and entered into by and between the CALIFORNIA SCHOOL BOARDS ASSOCIATION, a nonprofit California corporation, hereinafter referred to as "CSBA" and Anaheim Union High School District hereinafter referred to as "District."

CSBA agrees to provide a Governance Leadership workshop. The workshop will be completed no later than June 30, 2016.

CONDITION PRECEDENT

To be eligible for this program, the district must be a member in good standing of CSBA.

The parties hereby agree as follows:

1. DUTIES AND RESPONSIBILITIES OF DISTRICT**1.1 District agrees to:**

- a. assure attendance by all board members, and the superintendent of Anaheim Union High School District as requested by CSBA;
- b. provide appropriate facilities for each session; and
- c. provide necessary food and refreshments.

2. DUTIES, RESPONSIBILITIES AND RECOMMENDATIONS OF CSBA**2.1 CSBA agrees to:**

- a. provide any necessary copyrighted course materials as needed for the Governance consulting workshop;
- b. conduct phone interviews with board members and superintendent as appropriate;
- c. perform the agreed upon Governance consulting services;
- d. provide summary materials from the Governance consulting services.

3. COMPENSATION AND OTHER EXPENSES

- 3.1 In consideration for the consulting services, the District agrees to pay CSBA a base fee of \$2,000, plus reasonable travel expenses.
- 3.2 Payment is due within 30 days upon receipt of invoice from CSBA, following the service delivery.

4. CONTRACT TERMINATION

- 4.1 The terms of the Agreement shall terminate no later than June 30, 2016, or sooner if all provisions have been satisfied.
- 4.2 Unless otherwise terminated pursuant to this Agreement, CSBA or District may terminate this agreement without cause by giving thirty (30) days written notice to the other party.
- 4.3 Should CSBA default in the performance of this Agreement or materially breach any of its provisions, District may terminate this Agreement by giving written notification to CSBA.
- 4.4 Should District default in the performance of this Agreement or materially breach any of its provisions, CSBA may terminate this Agreement by giving written notification to District.

5. GENERAL PROVISIONS

- 5.1 For the purposes of communication between the parties, the following shall be the representatives of the parties:

Annemarie Randle- Trejo Board President	Michael Matsuda Superintendent	Naomi Eason, Ed.D Assistant Executive Director, Member Services
Anaheim Union High School District 501 N. Crescent Way Anaheim, CA 92801 Phone: (714) 999-3511	Anaheim Union High School District 501 N. Crescent Way Anaheim, CA 92801 Phone: (714) 999-3511	California School Boards Association 3251 Beacon Boulevard West Sacramento, CA 95691 Phone: (916) 669-3293 Fax: (916) 371-3407

- 5.2 This Agreement is the entire agreement and supersedes any oral or written agreements previously entered into concerning the conduct of the Governance consulting services.
- 5.3 If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force.
- 5.4 This Agreement will be governed and construed according to the laws of the State of California.

AGREED

ANAHEIM UNION HIGH SCHOOL DISTRICT

BY: _____ DATED: _____
Annemarie Randle-Trejo, Board President

BY: _____ DATED: _____
Michael Matsuda, Superintendent

CALIFORNIA SCHOOL BOARDS ASSOCIATION

BY: Naomi Eason DATED: 1/8/16
Naomi Eason, Ed.D.
Assistant Executive Director,
Member Services

ATTORNEY - CLIENT RETAINER AGREEMENT

This document (the "Agreement") is the written fee contract that California law requires lawyers to have with their clients. We, Stutz Artiano Shinoff & Holtz, APC ("Attorneys"), agree to provide legal services to Anaheim Union High School District, (the "District") on the terms set forth below:

1. **SCOPE OF SERVICES:** The District retains us as its Attorneys for the purposes of providing general legal advice and counsel as the District shall from time to time require. We will represent the District on specific litigation as instructed and we will provide research and advise of specific issues as requested by the Superintendent, or the President of the Board.

We will provide all legal services reasonably requested to represent the District's interest.

2. **CLIENT'S DUTIES:** The Client is the District and not any individual, Board member or administrator. The District agrees to provide specific instruction where services are requested, to abide by this agreement and to pay our bills on time and to cooperate and require its employees to cooperate with us in any activities we undertake on the District's behalf.

3. **LEGAL FEES:** The District agrees to pay for legal services as follows:

- (a) Paralegal services at \$72.00 per hour;
- (b) Associate attorneys' time at \$175.00 per hour; and
- (c) Senior Counsel/Partner's time at \$195.00 per hour.

No fee will be charged for general clerical or secretarial services.

Bills will be sent monthly, stating clearly the amount, rate, basis for calculation, description and date of service. The District agrees to pay each bill within 30 days. Interest at the rate of 10% may be charged on any unpaid balance.

4. **COSTS:** All costs, disbursements and litigation expenses are the responsibility of the District. Costs are those expenses which must be paid to third parties or otherwise incurred in the course of the representation. Costs include, but are not limited to, court fees, service or process charges, photocopying services, notary fees, computer assisted legal research, long distance telephone charges, messenger and delivery fees, postage, in-office photocopying at \$.15 per page, facsimile charges, deposition costs, parking fees, mileage at IRS standard business rate, investigation expenses, consultant or expert witnesses and similar items. We agree to obtain written consent before incurring any outside services.

5. **NEGOTIATION OF FEES:** Attorneys' fees are not set by law, but rather are negotiable between the attorney and client.

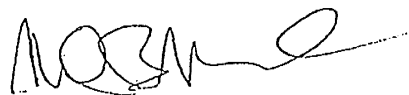
6. **ARBITRATION CLAUSE:** Client and Law Firm are agreeing to have any and all disputes (except where Client may request arbitration of a fee dispute by the State Bar) that arise out of, or relate to this Agreement, including but not limited to claims of negligence or malpractice arising out of or relating to the legal services provided by Law Firm to Client, decided only by binding arbitration in accordance with the provisions of the Code of Civil Procedure section 1280 et seq., and not by court action, except as provided by California law for judicial review of arbitration proceedings. Judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Law Firm and Client shall each have the right of discovery in connection with any arbitration proceeding in accordance with, and to the full extent allowed by, the California Rules of Civil Procedure section 1283.05. Client, however, may request arbitration of a fee dispute by the State Bar or San Diego County Bar Association as provided by Business and Professions Code Section 6200, et seq.

7. **ERROR AND OMISSIONS INSURANCE:** Attorneys maintain errors and omissions insurance coverage applicable to the services to be rendered under this agreement.

8. **DURATION:** This agreement shall be effective for the period of July 1, 2015 through June 30, 2016 and continuing unless terminated by either party.

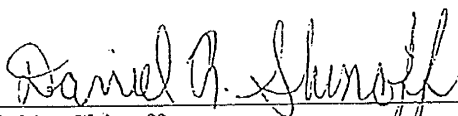
DATED: 6/18/15

ANAHEIM UNION HIGH SCHOOL DISTRICT

By: 
Michael Matsuda, Superintendent

DATED: 6/3/15

STUTZ ARTIANO SHINOFF & HOLTZ


Daniel R. Shinoff

Request for Taxpayer Identification Number and Certification

**Give Form to the
requester. Do not
send to the IRS.**

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Artiano Shinoff & Holtz, A.P.C.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____	
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) <u>N/A</u> Exemption from FATCA reporting code (if any) <u>N/A</u> <small>(Applies to accounts maintained outside the U.S.)</small>	
	5 Address (number, street, and apt. or suite no.) 2488 Historic Decatur Road, Suite 200	Requester's name and address (optional)
	6 City, state, and ZIP code San Diego, CA 92106	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number									
or									
Employer identification number									
9	5	-	3	6	8	1	4	1	1

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of U.S. person ▶ *Eduina Rivera* Date ▶ 12/07/15

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

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

Quantity	Description
5	Book Shelves
6	Cabinets
5	Chairs
17	File Cabinets
1	Rack for Storing Chairs
40	Student Desks
1	Table
7	Teacher Desks

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

Quantity	Type of Equipment
1	A/V Cart
32	Computers
1	Dryer
1	Fan
1	Keyboard
1	Monitor
2	Printers
1	Projector
2	Refrigerators
2	Stoves
2	Washers
3	Weight Lifting Equipment
1	Whiteboard

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

Description*	Quantity	Publication Date	General Condition	Reason for Disposition	Compliant with Current Instructional Standards (Yes or No) **
HISTORY BOOKS					
Medieval Modern Times	5	Outdated	Fair	Obsolete	No To be sold
Medieval Times	146	Outdated	Fair	Obsolete	No To be sold
LIBRARY BOOKS					
Dictionary	26	Outdated	Fair	Obsolete	No To be sold
Various Library Books	1178	Outdated	Fair	Obsolete	No To be sold
LITERATURE BOOKS					
Holt Literature	763	Outdated	Fair	Obsolete	No To be sold
Literature & Language ARRS	208	Outdated	Fair	Obsolete	No To be sold
McDougal Language of Literature	8	Outdated	Fair	Obsolete	No To be sold
Prentice Hall Literature	293	Outdated	Fair	Obsolete	No To be sold
Realidades	88	Outdated	Fair	Obsolete	No To be sold
MATH BOOKS					

Algebra	165	Outdated	Fair	Obsolete	No To be sold
CASHEE Standards	38	Outdated	Fair	Obsolete	No To be sold
Geometry	69	Outdated	Fair	Obsolete	No To be sold
Pre-Algebra	70	Outdated	Fair	Obsolete	No To be sold
READING, WRITING, & GRAMMAR BOOKS					
Building Vocabulary Skills Workbook	60	Outdated	Fair	Obsolete	No To be sold
ELA Textbook	170	Outdated	Fair	Obsolete	No To be sold
Measuring Up English	22	Outdated	Fair	Obsolete	No To be sold
Misc. Writing and Grammar Books	273	Outdated	Fair	Obsolete	No To be sold
Prentice Hall Writing Coach	29	Outdated	Fair	Obsolete	No To be sold
Read, Write, React	72	Outdated	Fair	Obsolete	No To be sold
Scholastic Reading	22	Outdated	Fair	Obsolete	No To be sold
The Writer's Craft	129	Outdated	Fair	Obsolete	No To be sold
Various Reading & Writing Books	72	Outdated	Fair	Obsolete	No To be sold
Writing Coach Textbook	78	Outdated	Fair	Obsolete	No To be sold
SCIENCE BOOKS					

Science Interactive	265	Outdated	Fair	Obsolete	No To be sold
Physical Science	20	Outdated	Fair	Obsolete	No To be sold
SPANISH BOOKS					
Exploring Spanish	86	Outdated	Fair	Obsolete	No To be sold
*Books have been viewed by the Education Division and deemed unusable, obsolete, and/or out-of-date, damaged, and ready for sale, or destruction.					**If not sold, will be destroyed.

Donations

February 18, 2016

<u>Location</u>	<u>Donated By</u>	<u>Item</u>
Cypress	United HealthCare Services, Inc.	\$ 450, Boys Tennis Program
Cypress	Ji Hyun Lee	\$ 50, Tennis Program
District Office	Veronica Purpura	\$ 441, Art Supplies (value)
District Office	Keith Watanabe	\$ 100, Site Needs
Katella	ExxonMobil Educational Alliance	\$ 500, Site Needs
Katella	Excaliber Fuels, Inc.	\$ 500, Site Needs
Walker	Frostbites, Inc.	\$ 30, Choir/Drama Program
Walker	Cypress Plaza Dairy Queen	\$ 73, Builder's Club
Walker	Mr. & Mrs. Kenneth Hovinetz	\$1,000, Band Program

ANAHEIM UHSD

PURCHASE ORDER DETAIL REPORT
BOARD OF TRUSTEES MEETING 02/18/2016

FROM 01/12/2016 TO 02/08/2016

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
J64A0220	PARENT INSTITUTE FOR QUALITY	15,000.00	7,500.00	0125000910 5805	KA/LCFF-CONCENTRATION/INSTR /
			7,500.00	0125381010 5805	KA/ECIA/INSTR / INSTRUCTIONAL PROF
J64A0221	TOTAL COMPENSATION SYSTEMS INC	4,600.00	4,600.00	0106106072 5810	BUSINESS/GENL ADM / NON-INSTRUCTIONAL
J64A0222	LAW OFFICES OF SOO YUN	6,500.00	6,500.00	0119283021 5821	SYS/SUPV INST / LEGAL FEES
J64A0223	U S BANK	871,000.00	871,000.00	1400700191 7439	GENL DEF MAINT/DEBT SVC / OTHER DEBT
J64A0224	CULVER NEWLIN	798.34	798.34	0107107072 4320	ACCTG / GENL ADM / OTHER OFFICE/MISC
J64A0225	CULVER NEWLIN	3,611.52	3,611.52	0142002010 4310	OXFORD/BUS ED/INSTR / INSTRUCTIONAL MATL &
J64A0226	ZONAR SYSTEMS INC	58,222.46	58,222.46	0113113036 6490	TRANS/REG-ED/TRANSPORTATION / EQUIPMENT -
J64A0227	FIRST AMERICAN TITLE CO	3,013,623.00	3,013,623.00	2520710085 6110	AN/DEVELOPER FEES/ACQ / SITE ACQUISITION -
J64A0228	CLAIM RETENTION SERVICES INC.	29,000.00	29,000.00	0177177072 5810	RISK MANAGEMENT / NON-INSTRUCTIONAL PROF
J64A0229	CULVER NEWLIN	7,500.61	6,017.23	0153000921 4320	SP PROG/LCFF (EIA)/SUPRV INSTR / OTHER
			1,483.38	0153000921 4410	SP PROG/LCFF (EIA)/SUPRV INSTR / EQUIPMENT -
J64A0230	CULVER NEWLIN	321.62	321.62	0113113036 4320	TRANS/REG-ED/TRANSPORTATION / OTHER
J64A0231	CULVER NEWLIN	6,510.07	6,510.07	0125400010 4310	KA/MANDATED I-TIME FUNDS/INSTR /
J64A0232	CULVER NEWLIN	502.76	502.76	0177177072 4410	RISK MANAGEMENT / EQUIPMENT -
J64A0233	HOLMAN PROFESSIONAL COUNSELING	780,000.00	780,000.00	6900690060 5463	HEALTH AND WELF/ENTERP / INSURANCE -
J64A0234	CHAPMAN COAST ROOF COMPANY INC	1,510,989.00	1,510,989.00	0127241081 5610	KE/ROOF/MO / REPAIRS/MAINT - O/S SERVICES
J64A0235	M.P. SOUTH INC	193,200.00	193,200.00	0150238081 5610	ADMIN/PAVING/MO / REPAIRS/MAINT - O/S
J64A0236	CULVER NEWLIN	7,203.60	7,203.60	0132000010 4320	OR/INSTR / OTHER OFFICE/MISC SUPPLIES
J64A0237	VAVRINEK TRINE DAY AND CO	3,000.00	3,000.00	0107107079 5820	ACCTG / OTHER AUDIT / AUDIT FEES
J64A0238	CULVER NEWLIN	313.29	313.29	0132000010 4320	OR/INSTR / OTHER OFFICE/MISC SUPPLIES
J64A0239	CULVER NEWLIN	3,062.92	2,550.91	0127000010 4310	KE/INSTR / INSTRUCTIONAL MATL & SUPPLIES
			512.01	0127000010 4410	KE/INSTR / EQUIPMENT - NON-CAPITALIZED
J64C0126	SEHI COMPUTER PRODUCTS INC	1,701.00	1,701.00	0108108077 4320	INFO SYSTEM/DP / OTHER OFFICE/MISC SUPPLIES
J64C0128	CULVER NEWLIN	4,898.23	1,701.86	0150230081 4320	ADMIN/GENERAL/MO / OTHER OFFICE/MISC

ANAHEIM UHSD

PURCHASE ORDER DETAIL REPORT
BOARD OF TRUSTEES MEETING 02/18/2016

FROM 01/12/2016 TO 02/08/2016

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
J64C0128	*** CONTINUED ***		3,196.37	0150230081 4410	ADMIN/GENERAL/MO / EQUIPMENT -
J64C0129	CULVER NEWLIN	4,067.28	1,524.42	0150230081 4320	ADMIN/GENERAL/MO / OTHER OFFICE/MISC
			2,542.86	0150230081 4410	ADMIN/GENERAL/MO / EQUIPMENT -
J64C0131	MD INSTALLATIONS INT'L INC.	720.00	720.00	0115115021 5610	EDUCATION/SUPV INST / REPAIRS/MAINT - O/S
J64C0133	CUMMINS PACIFIC LLC	350.00	350.00	0127230081 5610	KE/GENERAL/MO / REPAIRS/MAINT - O/S SERVICES
J64C0134	SEHI COMPUTER PRODUCTS INC	2,462.58	474.56	0110230081 4410	MAINTENANCE/MO / EQUIPMENT -
			1,988.02	0110235081 4410	MAINTENANCE/HVAC/MO / EQUIPMENT -
J64C0135	KYA SERVICES	750.00	750.00	0150233081 5610	DO/FLOOR/M&O / REPAIRS/MAINT - O/S SERVICES
J64C0136	TUXEDO WHOLESALER	5,743.74	5,743.74	0142008010 4310	OXFORD/VOC MUSIC/INSTR / INSTRUCTIONAL
J64C0138	GIANNELLI ELECTRIC INC.	328.50	328.50	0125231081 5610	KA/ELECTRIC/MO / REPAIRS/MAINT - O/S SERVICES
J64C0139	BAVCO	1,355.52	1,355.52	0121235081 5610	WESTERN/HVAC/MO / REPAIRS/MAINT - O/S
J64C0142	ECONOMY RENTALS INC	569.60	569.60	0138140027 5620	BALL/SCH ADM/SCH ADM / RENTALS/OPERATING
J64C0143	GRAINGER	618.20	618.20	0125239081 4410	KA/PLUMB/MO / EQUIPMENT - NON-CAPITALIZED
J64C0144	BROOKS INSTALLATIONS	900.00	900.00	0121230081 5610	WESTERN/GENERAL/MO / REPAIRS/MAINT - O/S
J64C0146	HERK EDWARDS INC.	953.35	953.35	0144230081 4355	LEX/GENERAL/MO / MAINTENANCE SUPPLIES
J64C0147	ICS SERVICE CO.	654.56	654.56	0138231081 4355	BALL/ELECTRIC/MO / MAINTENANCE SUPPLIES
J64C0148	SIMS ORANGE WELDING SUPPLY	200.00	100.00	0110230081 4355	MAINTENANCE/MO / MAINTENANCE SUPPLIES
			100.00	0137230081 4355	SY/GENERAL/MO / MAINTENANCE SUPPLIES
J64C0149	BOBCAT OF CERRITOS INC.	5,538.47	5,538.47	0111220081 5610	OPERATIONS - GENERAL / REPAIRS/MAINT - O/S
J64C0150	A 1 FENCE COMPANY	522.72	522.72	0144232081 5610	LEX/FENCE/MO / REPAIRS/MAINT - O/S SERVICES
J64C0151	BIG TOP RENTALS	1,061.53	1,061.53	0124000910 5620	LO/LCFF-CONCENTRATION/INSTR /
J64C0152	CULVER NEWLIN	3,982.04	1,840.40	0144140027 4320	LEX/SCH ADM/SCH ADM / OTHER OFFICE/MISC
			2,141.64	0144140027 4410	LEX/SCH ADM/SCH ADM / EQUIPMENT -
J64C0154	SIMPLEXGRINNELL	1,600.00	1,600.00	0120231081 5610	ANAHEIM/ELECTRIC/MO / REPAIRS/MAINT - O/S

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J64M0156	MD INSTALLATIONS INT'L INC.	675.00	675.00	0100000072 4410	GEN FUND/GENL ADM / EQUIPMENT -
J64M0100	BEN'S ASPHALT INC.	3,000.00	3,000.00	0144238081 5610	LEX/PAVING/MO / REPAIRS/MAINT - O/S SERVICES
J64M0103	TOMS PLUMBING AND DRAIN SERVIC	8,600.00	2,200.00	0128222081 5610	OPERATIONS - GROUNDS / REPAIRS/MAINT - O/S
			2,200.00	0142222081 5610	OPERATIONS - GROUNDS / REPAIRS/MAINT - O/S
			4,200.00	0144222081 5610	OPERATIONS - GROUNDS / REPAIRS/MAINT - O/S
J64M0107	BROOKS INSTALLATIONS	3,640.00	1,890.00	0124230081 5610	LOARA/GENERAL/MO / REPAIRS/MAINT - O/S
			1,750.00	0134230081 5610	WA/GENERAL/MO / REPAIRS/MAINT - O/S
J64M0108	GOLDEN STATE PAVING CO INC	1,400.00	1,400.00	0124238081 5610	LOARA/PAVING/MO / REPAIRS/MAINT - O/S
J64M0110	A ALVARADO PAINTING	2,200.00	2,200.00	0120237081 5610	ANAHEIM/PAINT/MO / REPAIRS/MAINT - O/S
J64M0111	GIANNELLI ELECTRIC INC.	12,786.00	12,786.00	0125231081 5610	KA/ELECTRIC/MO / REPAIRS/MAINT - O/S SERVICES
J64M0112	ENVIRONMENTAL REMEDIATION	2,300.00	2,300.00	0150233081 5610	DO/FLOOR/M&O / REPAIRS/MAINT - O/S SERVICES
J64M0113	ICS SERVICE CO.	5,976.80	5,976.80	0169231081 5610	TRIDENT/ELECTRIC/MO / REPAIRS/MAINT - O/S
J64M0114	A 1 FENCE COMPANY	3,360.00	3,360.00	0124232081 5610	LOARA/FENCE/MO / REPAIRS/MAINT - O/S
J64M0115	A ALVARADO PAINTING	2,500.00	2,500.00	0123237081 5610	SA/PAINT/MO / REPAIRS/MAINT - O/S SERVICES
J64M0116	J AND A FENCE	10,780.00	10,780.00	0142232081 5610	OXFORD/FENCE/MO / REPAIRS/MAINT - O/S
J64M0117	B AND J TREE SERVICE	25,180.00	6,660.00	0123222081 5610	OPERATIONS - GROUNDS / REPAIRS/MAINT - O/S
			10,500.00	0127222081 5610	OPERATIONS - GROUNDS / REPAIRS/MAINT - O/S
			8,020.00	0147222081 5610	OPERATIONS - GROUNDS / REPAIRS/MAINT - O/S
J64M0118	JM AND J CONTRACTORS	2,150.00	2,150.00	0123232081 5610	SA/FENCE/MO / REPAIRS/MAINT - O/S SERVICES
J64R1075	SOCALGRAD	15.00	15.00	0115115010 4310	EDUCATION/INSTR / INSTRUCTIONAL MATL &
J64R1076	SCHOOL SPECIALTY INC	272.16	272.16	0131140027 4320	BR/SCH ADM/SCH ADM / OTHER OFFICE/MISC
J64R1077	LONE STAR PERCUSSION	5,011.20	804.60	0123007010 4310	SA/INS MUS/INSTR / INSTRUCTIONAL MATL &
			4,206.60	0123007010 4410	SA/INS MUS/INSTR / EQUIPMENT -
J64R1078	ARBOR SCIENTIFIC	312.75	312.75	0125035010 4310	KA/PHYSICS/INSTR / INSTRUCTIONAL MATL &
J64R1079	ORANGE COUNTY REGISTER	4,200.96	4,200.96	0108108077 4320	INFO SYSTEM/DP / OTHER OFFICE/MISC SUPPLIES

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J64R1080	AWARDS BY PAUL	40.50	40.50	0115115021 4320	EDUCATION/SUPV INST / OTHER OFFICE/MISC
J64R1081	FLEET SERVICES INC	6,719.76	6,719.76	0179113036 5610	GARAGE/TRANS-REG ED/TRANSPORT /
J64R1082	BOOMERANG PROJECT	2,200.00	2,200.00	0121381010 5210	WE/ECIA TITLE I/INSTRUCTI / TRAVEL AND
J64R1083	ACCREDITING COMMISSION FOR	4,025.00	4,025.00	0115115072 5880	EDUCATION/GENL ADM / OTHER OPERATING
J64R1085	SPECIAL EVENTS RENTAL	455.00	455.00	0123000010 5620	SA/INSTR / RENTALS/OPERATING LEASES
J64R1086	BUREAU OF EDUCATION AND RESEAR	239.00	239.00	0124381010 5210	LO/TITLE I/INSTRUCTIONAL / TRAVEL AND
J64R1087	BUREAU OF EDUCATION AND RESEAR	490.00	490.00	0140000910 5210	SO/LCFF-CONCENTRATION/INSTR / TRAVEL AND
J64R1088	BLICK ART MATERIALS	145.21	145.21	0121005010 4310	WESTERN/ART/INSTR / INSTRUCTIONAL MATL &
J64R1089	CENTER FOR DRUG FREE COMMUNITY	432.00	432.00	0172489510 4310	SAFE SCHL/TUPE GNT-COHORT J / INSTRUCTIONAL
J64R1090	OFFICE DEPOT	267.39	267.39	0115115021 4320	EDUCATION/SUPV INST / OTHER OFFICE/MISC
J64R1091	STAPLES ADVANTAGE	184.63	184.63	0125004010 4310	KA/ENGLISH/INSTR / INSTRUCTIONAL MATL &
J64R1092	BLICK ART MATERIALS	1,091.50	1,091.50	0131400010 4310	BR/MANDATED 1-TIME FUNDS/INSTR /
J64R1093	AVID CENTER	1,515.00	1,515.00	0142399010 5210	TITLE II IMPR TCHR QUAL - ED / TRAVEL AND
J64R1094	KERN HIGH SCHOOL DISTRICT	475.00	475.00	0127159510 5880	KENNEDY/ACCT RECEIVABLE / OTHER
J64R1095	PITNEY BOWES	3,701.84	3,701.84	0114114072 5610	WAREHOUSE/GENL ADM / REPAIRS/MAINT - O/S
J64R1096	THE FLIPPEN GROUP LLC	550.00	550.00	0172172083 5210	SAFE SCHOOLS / TRAVEL AND CONFERENCE
J64R1097	CITY OF ANAHEIM	3,372.00	3,372.00	0125000010 5810	KA/INSTR / NON-INSTRUCTIONAL PROF CONSULT
J64R1098	EAGLE SOFTWARE	1,350.00	1,350.00	0108108077 5210	INFO SYSTEM/DP / TRAVEL AND CONFERENCE
J64R1099	OCDE	73.44	73.44	0172489510 4390	SAFE SCHL/TUPE GNT-COHORT J / MEETING
J64R1100	COLLEGE BOARD, THE	215.00	215.00	0125000910 5210	KA/LCFF-CONCENTRATION/INSTR / TRAVEL AND
J64R1101	HOUGHTON MIFFLIN COMPANY	41,095.63	41,095.63	0119283232 4310	SYS/PSYCH / INSTRUCTIONAL MATL & SUPPLIES
J64R1102	TEAM ATHLETICS	1,224.72	1,224.72	0137400010 4310	SY/MANDATED 1-TIME FUNDS/INSTR /
J64R1104	THE FLIPPEN GROUP LLC	550.00	550.00	0138381010 5210	BALL/ECIA/INSTR / TRAVEL AND CONFERENCE
J64R1105	ACT	525.00	525.00	0123542010 5210	CAPP/INST / TRAVEL AND CONFERENCE

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J64R1106	WOODWIND AND BRASSWIND	1,952.64	1,952.64	0123007010 4310	SA/INS MUS/INSTR / INSTRUCTIONAL MATL &
J64R1107	DEMIDEC CORPORATION	1,173.92	1,173.92	0123000910 4410	SA/LCFF-CONCENTRATION/INSTR / EQUIPMENT -
J64R1108	MUSIC AND ARTS CENTERS	7,299.57	790.74 6,508.83	0131400010 4310 0131400010 4410	BR/MANDATED 1-TIME FUNDS/INSTR / BR/MANDATED 1-TIME FUNDS/INSTR / EQUIPMENT
J64R1109	WENGER CORP	540.86	540.86	0131400010 4310	BR/MANDATED 1-TIME FUNDS/INSTR /
J64R1111	IMPERIAL PRODUCTS INC.	834.69	834.69	0132239081 4410	OR/PLUMB/MO / EQUIPMENT - NON-CAPITALIZED
J64R1112	MD INSTALLATIONS INT'L INC.	875.00	875.00	0108108077 5610	INFO SYSTEM/DP / REPAIRS/MAINT - O/S SERVICES
J64R1113	DEPARTMENT OF INDUSTRIAL RELAT	63,027.79	63,027.79	6800680060 5811	WORKERS COMP/ENTERP / ADMIN FEE - WORKERS
J64R1114	SWANSON, JEFFREY	646.80	646.80	0113177072 5230	RISK MANAGEMENT/OTHER GEN ADM /
J64R1115	WEST ORANGE COUNTY REGIONAL	293.00	293.00	0102102071 5310	SUPT/BRD SUPT / DUES AND MEMBERSHIPS
J64R1116	ANAHEIM CHAMBER OF COMMERCE	362.00	362.00	0102102071 5310	SUPT/BRD SUPT / DUES AND MEMBERSHIPS
J64R1117	OCDE	398.00	398.00	0140000910 5210	SO/LCFF-CONCENTRATION/INSTR / TRAVEL AND
J64R1118	HOWARD JOHNSON HOTEL AND CONFE	1,500.00	1,500.00	0124000010 4310	LOARA/INSTR / INSTRUCTIONAL MATL &
J64R1119	BSW	29,645.38	7,411.35 7,411.34 7,411.34 7,411.35	0120970050 6490 0121970050 6490 0124970050 6490 0127970050 6490	ANAHEIM/COMM SVC/ANCIL / EQUIPMENT - WESTERN/COMM SVC/COMM SVC / EQUIPMENT - LOARA/COMM SVC/ANCIL / EQUIPMENT - OTHER KE/COMM SVC/COMM SVC / EQUIPMENT - OTHER
J64R1120	O.C.A.D.A.	2,250.00	2,250.00	0115000910 5210	ED/LCFF (EJA)/INSTR / TRAVEL AND CONFERENCE
J64R1121	US GAMES	503.28	503.28	0132054040 4320	OR/AFTSCHL/ANCIL / OTHER OFFICE/MISC
J64R1122	JASPER ENGINES AND TRANSMISSIO	10,582.36	10,582.36	0179113536 4376	GARAGE/TRANS-SP ED/TRANSP / TRANS
J64R1123	JEAMAR WINCHES INC	455.40	455.40	0142230081 4355	OXFORD/GENERAL/MO / MAINTENANCE SUPPLIES
J64R1124	GOPHER SPORTS EQUIPMENT	97.02	97.02	0119283011 4310	SYS/INSTR / INSTRUCTIONAL MATL & SUPPLIES
J64R1125	US GAMES	5,477.00	5,477.00	0137027010 4366	SY/PHYS ED/INSTR / REIMBURSE - PE FUND
J64R1126	MARK ENTERPRISES INC	9,265.00	9,265.00	0108108077 5810	INFO SYSTEM/DP / NON-INSTRUCTIONAL PROF
J64R1127	FATHER FLANAGAN'S BOYS' HOME	178.82	178.82	0119257511 4310	EMOTION DISTRB/SE SEP CL/SEV /

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J64R1128	CHENG AND TSUI COMPANY	5,874.62	5,874.62	0116468010 4150	LOTTERY/RESTRICTED/INSTR / TEXTS - STATE
J64R1129	CARNEGIE LEARNING INC.	1,082.50	1,082.50	0116468010 4150	LOTTERY/RESTRICTED/INSTR / TEXTS - STATE
J64R1130	CARNEGIE LEARNING INC.	433.00	433.00	0116468010 4150	LOTTERY/RESTRICTED/INSTR / TEXTS - STATE
J64R1131	CARNEGIE LEARNING INC.	2,208.30	2,208.30	0116468010 4150	LOTTERY/RESTRICTED/INSTR / TEXTS - STATE
J64R1132	CARNEGIE LEARNING INC.	1,515.50	1,515.50	0116468010 4150	LOTTERY/RESTRICTED/INSTR / TEXTS - STATE
J64R1133	CARNEGIE LEARNING INC.	433.00	433.00	0116468010 4150	LOTTERY/RESTRICTED/INSTR / TEXTS - STATE
J64R1134	US GAMES	2,517.31	2,517.31	0137054040 4310	SY/AFTSCHL/ANCIL / INSTRUCTIONAL MATL & MAINTENANCE/HVAC/MO / EQUIPMENT -
J64R1135	ORRAVAN MECHANICAL	1,485.00	1,485.00	0110235081 4410	MAINTENANCE/HVAC/MO / EQUIPMENT -
J64R1136	LRP PUBLICATIONS	14,765.00	14,765.00	0119283039 5880	SYS/OTHER PUPIL / OTHER OPERATING EXPENSES
J64R1137	LRP PUBLICATIONS	344.50	344.50	0119283039 4315	SYS/OTHER PUPIL / LIBRARY/MEDIA/TECH
J64R1138	ORANGE COUNTY REGISTER	823.20	823.20	0112112072 4320	PURCHASING/GENL ADM / OTHER OFFICE/MISC
J64R1139	MULTI HEALTH SYSTEMS INC	1,046.01	1,046.01	0119283232 4310	SYS/PSYCH / INSTRUCTIONAL MATL & SUPPLIES
J64R1140	BARNES AND NOBLE	414.72	414.72	0102102071 4210	SUPT/BRD SUPT / BOOKS AND REFERENCE
J64R1141	LEGO EDUCATION	11,019.66	10,587.71	0122393010 4310	MA/VEA-2B/INSTR / INSTRUCTIONAL MATL & MA/VEA-2B/INSTR / OTHER OPERATING EXPENSES
			431.95	0122393010 5880	
J64R1142	OCDE	1,140.00	1,140.00	0131000910 5880	BR/LCFFF-CONCENTRATION/INSTR / OTHER
J64R1143	IMAGE APPAREL FOR BUSINESS	131.12	131.12	0144000081 4347	LEX/MO / OPERATIONS SUPPLIES - MISC
J64R1144	US GAMES	3,574.67	3,574.67	0131400010 4310	BR/MANDATED 1-TIME FUNDS/INSTR /
J64R1145	SYCLONE CORPORATION	736.42	736.42	0124400010 4410	LO/MANDATED 1-TIME FUNDS/INSTR / EQUIPMENT
J64R1146	L'S UPHOLSTERY	840.00	840.00	0125027010 5610	KA/PHYS ED/INSTR / REPAIRS/MAINT - O/S
J64R1147	MUSIC AND ARTS CENTERS	10,999.80	10,999.80	0128400010 4410	CY/MANDATED 1-TIME FUNDS/INSTR / EQUIPMENT
J64R1148	YAMAHA GOLF CARTS OF CALIFORNI	1,278.54	1,278.54	0128140027 5610	CY/SCH ADM/SCH ADM / REPAIRS/MAINT - O/S
J64R1149	DYNAMISM INC.	2,350.08	2,350.08	0117538010 4410	ED/CSUF STEM-INC(SCI/TECH/ENG / EQUIPMENT -
J64R1150	ORRAVAN MECHANICAL	1,176.67	1,176.67	0142235081 5610	OXFORD/HVAC/MO / REPAIRS/MAINT - O/S

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J64R1151	CUE INC.	1,540.00	1,540.00	0117469021 5210	ED/EDUCATOR EFFECTIVENESS/SUPR / TRAVEL
J64R1152	LACOE	2,175.00	2,175.00	0117469021 5210	ED/EDUCATOR EFFECTIVENESS/SUPR / TRAVEL
J64R1153	SCHOOL SERVICES OF CALIFORNIA	195.00	195.00	0107107072 5210	ACCTG /GENL ADM / TRAVEL AND CONFERENCE
J64R1154	U S BANK	907.50	907.50	0106106072 5880	BUSINESS/GENL ADM / OTHER OPERATING
J64R1155	BUREAU OF EDUCATION AND RESEAR	219.00	219.00	0140381010 5210	SOUTH/ECLA1/INSTR / TRAVEL AND CONFERENCE
J64R1157	BOOMERANG PROJECT	4,690.00	4,690.00	0121381010 5210	WE/ECLA TITLE I/INSTRUCTI / TRAVEL AND
J64R1158	PIPS	157,809.00	157,809.00	0100000010 3601	GEN FUND/INSTR /
J64R1159	U S BANK	800.00	800.00	0106106072 5880	BUSINESS/GENL ADM / OTHER OPERATING
J64R1160	JONES SCHOOL SUPPLY	260.02	260.02	0121000031 4320	WESTERN/GUID / OTHER OFFICE/MISC SUPPLIES
J64R1161	ORIENTAL TRADING COMPANY	508.14	508.14	0137489510 4310	SY/TUPE-COHORT J-TIER 2/INSTR /
J64R1162	BLICK ART MATERIALS	381.32	381.32	0137489510 4310	SY/TUPE-COHORT J-TIER 2/INSTR /
J64R1163	BLICK ART MATERIALS	957.94	957.94	0127005010 4310	KE/ART/INSTR / INSTRUCTIONAL MATL &
J64R1164	GOVERNMENT FINANCIAL STRATEGIE	4,500.00	4,500.00	0106106072 5810	BUSINESS/GENL ADM / NON-INSTRUCTIONAL
J64R1165	POSITIVE PROMOTIONS INC	942.49	942.49	0122489510 4310	MA/TUPE-COHORT J-TIER 2/INSTR /
J64R1166	CALIFORNIA ASSOCIATION OF	350.00	350.00	0113113072 5210	TRANS/TRANS SP-ED/GEN ADMIN / TRAVEL AND
J64R1168	CALIFORNIA DEPARTMENT OF EDUC.	9,349.00	9,349.00	0100405000 8590	TRANSP GRANT/NA / ALL OTHER STATE REVENUE
J64R1169	STORAGECONTAINER COM	2,376.00	2,376.00	0144901010 4410	LEX/LOCAL GRANTS/INSTR / EQUIPMENT -
J64R1170	THYSSENKRUPP ELEVATOR	642.00	642.00	0120230081 5610	ANAHEIM/GENERAL/MO / REPAIRS/MAINT - O/S
J64R1171	SOCALGRAD	1,296.00	1,296.00	0128000910 4320	CY/LCFF-CONCENTRATION/INSTR / OTHER
J64R1172	ICS SERVICE CO.	411.60	411.60	0124231081 5610	LOARA/ELECTRIC/MO / REPAIRS/MAINT - O/S
J64R1173	LONG BEACH USD	475.00	475.00	0127000010 5880	KE/INSTR / OTHER OPERATING EXPENSES
J64R1174	CULVER NEWLIN	1,879.20	1,879.20	0128000010 4410	CY/INSTR / EQUIPMENT - NON-CAPITALIZED
J64R1175	ORRAVAN MECHANICAL	480.00	480.00	0128235081 5610	CY/HVAC/MO / REPAIRS/MAINT - O/S SERVICES
J64R1176	ICS SERVICE CO.	1,654.16	1,654.16	0137231081 5610	SY/ELECTRIC/MO / REPAIRS/MAINT - O/S SERVICES

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J64R1177	ORANGE COUNTY TRANSIT AUTHORITY	15,000.50	15,000.50	0172000810 5880	SAFE SCHL/LCFF/INSTR / OTHER OPERATING
J64R1179	BARNES AND NOBLE	49.12	49.12	0102102071 4210	SUPT/BRD SUPT / BOOKS AND REFERENCE
J64R1180	CAL POLY POMONA	4,399.72	4,399.72	0102087072 5810	SUPERINTENDENT/SP EVENTS/ADM /
J64R1182	PREVENTION PARTNERS	558.46	558.46	0140489510 4310	SO/TUPE-COHORT J-TIER 2/INSTR /
J64R1183	WEISSMAN'S DESIGNS FOR DANCE	3,784.59	3,784.59	0137025040 4310	SY/ASB/ANCIL / INSTRUCTIONAL MATL &
J64R1184	STAPLES ADVANTAGE	203.10	203.10	0122489510 4310	MA/TUPE-COHORT J-TIER 2/INSTR /
J64R1185	WENGER CORP	13,166.48	13,166.48	0127000010 6490	KE/INSTR / EQUIPMENT - OTHER
J64R1186	JUNIOR'S GOLF CARTS	3,295.00	3,295.00	0124000010 4410	LOARA/INSTR / EQUIPMENT - NON-CAPITALIZED
J64R1187	JUNIOR'S GOLF CARTS	3,148.00	3,148.00	0124000010 4410	LOARA/INSTR / EQUIPMENT - NON-CAPITALIZED
J64R1188	CASCWA	300.00	300.00	0172489510 5210	SAFE SCHL/TUPE GNT-COHORT J / TRAVEL AND
J64R1189	CASCWA	900.00	900.00	0172172021 5210	SAFE SCHOOLS / TRAVEL AND CONFERENCE
J64R1190	CITY OF ANAHEIM	2,810.00	2,810.00	0123000010 5810	SA/INSTR / NON-INSTRUCTIONAL PROF CONSULT
J64R1191	STAPLES ADVANTAGE	74.49	74.49	0128000031 4320	CY/GUID / OTHER OFFICE/MISC SUPPLIES
J64R1192	EAGLE SOFTWARE	1,500.00	1,500.00	0117469010 5810	ED DIV/EDUCATOR EFFECT/INSTR /
J64R1193	OCDE	1,125.00	1,125.00	0144399010 5210	TITLE II IMPR TCHR QUAL - ED / TRAVEL AND
J64R1194	OC HUMAN RELATIONS COUNCIL	240.00	240.00	0144000910 5880	LEX/LCFF-CONCENTRATION/INSTR / OTHER
J64R1195	STAPLES ADVANTAGE	170.41	170.41	0122252011 4310	MA/MILD MODERATE/SE SEP CL/NSE /
J64R1196	JUNIOR'S GOLF CARTS	140.10	140.10	0124000081 5610	LOARA/MO / REPAIRS/MAINT - O/S SERVICES
J64R1197	BRIAN KENYON ART STUDIO INC	695.00	695.00	0131000010 5610	BR/INSTR / REPAIRS/MAINT - O/S SERVICES
J64R1198	CAAASA	475.00	475.00	0172172083 5210	SAFE SCHOOLS / TRAVEL AND CONFERENCE
J64R1199	GOPHER SPORTS EQUIPMENT	1,895.28	1,895.28	0138027010 4310	BALL/PHYS ED/INSTR / INSTRUCTIONAL MATL &
J64R1200	OCDE	597.00	597.00	0131000910 5210	BR/LCFFF-CONCENTRATION/INSTR / TRAVEL AND
J64R1201	OCDE	520.00	520.00	0117117010 5880	INSTR SRVS/INSTR / OTHER OPERATING EXPENSES
J64R1202	FLINN SCIENTIFIC INC	698.80	698.80	0137489510 4310	SY/TUPE-COHORT J-TIER 2/INSTR /

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J64R1203	FLINN SCIENTIFIC INC	1,361.32	1,361.32	0121032010 4310	WESTERN/BIOLOGY/INSTR / INSTRUNCTIONAL
J64R1204	SCHOOL NURSE SUPPLY INC	129.64	129.64	0168000010 4320	GI SOUTH/INSTR / OTHER OFFICE/MISC SUPPLIES
J64R1205	SCHOOL NURSE SUPPLY INC	104.29	104.29	0140140027 4320	SOUTH/SCH ADM/SCH ADM / OTHER OFFICE/MISC
J64R1206	CIRCLE PAINTING	1,800.00	1,800.00	0132000010 5805	OR/INSTR / INSTRUNCTIONAL PROF CONSULTANT
J64R1207	NASCO MODESTO	214.92	214.92	0120261011 4310	RES SPEC/SE RES SP/NEV/SEP CL /
J64R1208	SHIFFLER EQUIPMENT SALES INC.	205.60	205.60	0127000010 4310	KE/INSTR / INSTRUNCTIONAL MATL & SUPPLIES
J64R1210	LACOE	200.00	200.00	0153381021 5210	SP PR ADM/ECIA1/SUPV INST / TRAVEL AND
J64R1211	OCDE	120.00	120.00	01630000921 5210	EL/LCFF-CONCENTRATION/SUPV / TRAVEL AND
J64R1212	CDE CA DEPT OF EDUCATION	2,475.00	2,475.00	0153381010 5210	SP PR ADM/ECIA1/INSTR / TRAVEL AND
J64R1213	CADA CENTRAL	850.00	425.00	0128025040 5210	CY/ASB/ANCIL / TRAVEL AND CONFERENCE
		498.96	425.00	0128399010 5210	TITLE II IMPR TCHR QUAL - ED / TRAVEL AND
J64R1214	NATIONAL BALSAM	1,770.98	498.96	0127005010 4310	KE/ART/INSTR / INSTRUNCTIONAL MATL &
J64S0182	BANGKIT USA INC.	1,338.76	1,770.98	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
J64S0183	QUILL CORP.	176.51	1,338.76	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
J64S0184	RELIABLE WORKPLACE SOLUTIONS	393.78	176.51	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
J64S0185	SCHOOL SPECIALTY INC	395.41	393.78	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
J64S0186	SOUTHWEST SCHOOL AND OFFICE SU	1,053.54	395.41	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
J64S0187	B AND K ELECTRIC WHOLESAL	1,602.37	1,053.54	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
J64S0188	CERTIFIED ART SUPPLY	26,119.20	1,602.37	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
J64S0189	CONTINENTAL CHEMICAL AND SANIT	12,744.00	26,119.20	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
J64S0190	CONTINENTAL CHEMICAL AND SANIT	303.26	12,744.00	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
J64S0191	CERTIFIED ART SUPPLY	21,272.22	303.26	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
J64S0192	E POLY STAR INC	328.56	21,272.22	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
J64S0193	HILLYARD FLOOR CARE SUPPLY		328.56	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES

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J64S0194	CCP INDUSTRIES INC	609.12	609.12	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
J64S0195	S C MARKETING	2,756.05	2,756.05	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
J64S0196	ARCIMATE MANUFACTURING CORP.	1,224.50	1,224.50	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
J64S0197	CHAMPION CHEMICAL CO.	9,705.49	9,705.49	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
J64S0198	MAINTEX INC.	2,162.20	2,162.20	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
J64S0199	PIONEER CHEMICAL CO	5,670.00	5,670.00	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
J64S0200	GALE SUPPLY CO	1,161.73	1,161.73	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
J64S0201	LINDY OFFICE PRODUCTS	341.11	341.11	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
J64S0202	WAXIE SANITARY SUPPLY	161.35	161.35	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
J64S0203	QUILL CORP.	1,584.90	1,584.90	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
J64S0204	SOUTHWEST SCHOOL AND OFFICE SU	1,364.43	1,364.43	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
J64S0205	QUILL CORP.	146.25	146.25	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
J64S0206	OFFICE DEPOT	681.47	681.47	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
J64S0207	SCHOOL SPECIALTY INC	453.60	453.60	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
J64S0208	RAYVERN LIGHTING SUPPLY	8,091.90	8,091.90	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
J64S0209	REGENCY LIGHTING	1,232.28	1,232.28	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
J64S0210	SPOT LIGHTING SUPPLIES	2,757.24	2,757.24	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
J64S0211	WEST LITE SUPPLY CO INC	3,533.97	3,533.97	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
J64T0416	ZONES	105.25	105.25	0128000010 4310	CY/INSTR / INSTRUCIONAL MATL & SUPPLIES
J64T0417	TROXELL COMMUNICATIONS INC	3,410.64	3,410.64	0140000910 4410	SO/LCFF-CONCENTRATION/INSTR / EQUIPMENT -
J64T0418	CDW GOVERNMENT INC.	783.00	783.00	0142025040 4410	OXFORD/ANCIL / EQUIPMENT - NON-CAPITALIZED
J64T0419	SEHI COMPUTER PRODUCTS INC	466.56	466.56	0110230081 4410	MAINTENANCE/MO / EQUIPMENT -
J64T0420	NTH GENERATION COMPUTING INC	10,650.00	10,650.00	0108108077 5610	INFO SYSTEM/DP / REPAIRS/MAINT - O/S SERVICES
J64T0421	ROSETTA STONE LTD.	4,986.14	4,986.14	01163153020 5880	SP PRG ADMN/IN HOUSE DEV / OTHER OPERATING

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J64T0422	SEHI COMPUTER PRODUCTS INC	237.28	237.28	0144000010 4310	LEX/INSTR / INSTRUCTIONAL MATL & SUPPLIES
J64T0423	SEHI COMPUTER PRODUCTS INC	623.04	623.04	0115115021 4320	EDUCATION/SUPV INST / OTHER OFFICE/MISC
J64T0424	SEHI COMPUTER PRODUCTS INC	577.04	577.04	0140000910 4310	SO/LCFF-CONCENTRATION/INSTR /
J64T0425	SEHI COMPUTER PRODUCTS INC	14,259.20	14,259.20	0124000910 4310	LO/LCFF-CONCENTRATION/INSTR /
J64T0426	JONES LIGHTING LLC	7,656.00	6,036.00	0125400010 4310	KA/MANDATED 1-TIME FUNDS/INSTR /
			1,620.00	0125400010 4410	KA/MANDATED 1-TIME FUNDS/INSTR /
J64T0427	B AND H PHOTO VIDEO INC	2,252.34	2,252.34	0140000910 4310	SO/LCFF-CONCENTRATION/INSTR /
J64T0428	PATHWAY COMMUNICATIONS LTD	4,283.28	4,283.28	0120400010 4410	AN/MANDATED 1-TIME FUNDS/INSTR /
J64T0429	SEHI COMPUTER PRODUCTS INC	756.88	756.88	0140381010 4410	SOUTH/ECIA1/INSTR / EQUIPMENT -
J64T0430	CLT COMPUTER MWAVE.COM	88.56	88.56	0135000910 4310	DA/LCFF-CONCENTRATION/INSTR /
J64T0431	SEHI COMPUTER PRODUCTS INC	288.52	288.52	0122400010 4320	MA/MANDATED 1-TIME FUNDS/INSTR / OTHER
J64T0432	PATHWAY COMMUNICATIONS LTD	642.49	642.49	0140000910 4410	SO/LCFF-CONCENTRATION/INSTR / EQUIPMENT -
J64T0433	PATHWAY COMMUNICATIONS LTD	642.49	642.49	0104104072 4410	CERT HR/GENL ADM / EQUIPMENT -
J64T0434	APPLE INC	2,886.24	2,886.24	0140000910 4310	SO/LCFF-CONCENTRATION/INSTR /
J64T0435	HP DIRECT	112.00	112.00	0140000910 4320	SO/LCFF-CONCENTRATION/INSTR / OTHER
J64T0436	CERTIPORT	3,275.00	3,275.00	0128393010 5880	CY/VEA-2B/INSTR / OTHER OPERATING EXPENSES
J64T0437	DIGITAL NETWORKS GROUP INC	35,223.34	35,223.34	0100000510 5610	UNRESTRICTED CARRYOVER / REPAIRS/MAINT - O/S
J64T0438	SEHI COMPUTER PRODUCTS INC	20,482.00	7,820.20	0122381010 4310	MA/ECIA1/INSTR / INSTRUCTIONAL MATL &
			12,661.80	0122381010 4410	MA/ECIA1/INSTR / EQUIPMENT -
J64T0439	ACCO BRANDS USA LLC DBA GBC	574.14	574.14	0144000024 5610	LEX / L M T / REPAIRS/MAINT - O/S SERVICES
J64X0467	OXFORD ACADEMY	5,000.00	5,000.00	0142054040 5810	OXFORD/AFTSCHL/ANCILLARY /
J64X0468	UNI POINT LLC	2,000.00	2,000.00	0108108077 5810	INFO SYSTEM/DP / NON-INSTRUCTIONAL PROF
J64X0469	CAMERON WELDING SUPPLY	400.00	400.00	0127017010 4310	KE/INDUS TECH/INSTR / INSTRUCTIONAL MATL &
J64X0470	SAVANNA HIGH SCHOOL	20,000.00	20,000.00	0123028040 5810	SA/ATHLET/ANCILL / NON-INSTRUCTIONAL PROF

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J64X0471	J.W. PEPPER AND SON INC.	1,000.00	1,000.00	0125007010 4310	KA/INS MUS/INSTR / INSTRUCTIONAL MATL &
J64X0472	FARMERS AND MERCHANTS BANK	80,000.00	80,000.00	0100000072 5880	GEN FUND/GENL ADM / OTHER OPERATING
J64X0473	ECONOMY RENTALS INC	600.00	600.00	0138140027 5620	BALL/SCH ADM/SCH ADM / RENTALS/OPERATING
J64X0474	LEONARD CHAIDEZ TREE SERVICE	2,000.00	2,000.00	0111222081 4347	OPERATIONS - GROUNDS / OPERATIONS SUPPLIES
J64X0475	U S BANK	2,000.00	2,000.00	0105105072 4320	CLASS HR/GENL ADM / OTHER OFFICE/MISC
J64X0476	SOCALGRAD	1,000.00	1,000.00	0115115010 4310	EDUCATION/INSTR / INSTRUCTIONAL MATL &
J64X0477	J.W. PEPPER AND SON INC.	2,000.00	2,000.00	0121400010 4310	WE/MANDATED 1-TIME FUNDS/INSTR /
	Fund 01 Total:	2,796,033.12			
	Fund 14 Total:	871,000.00			
	Fund 25 Total:	3,013,623.00			
	Fund 68 Total:	63,027.79			
	Fund 69 Total:	780,000.00			
	Total Amount of Purchase Orders:	7,523,683.91			

Journal Entry: 15155671 -- Thursday, 8/20/16

ANAHEIM UHSD 02/09/16 Vendor Check Register Page 1
TUE, FEB 09, 2016, 7:57 AM --req: KORR-----leg: 64 -----loc: 64FISCAL--job: 15155671 #J165--prog: CK517 <1.01>--report id: CKRECSOC

FUND: 0101 GENERAL FUND

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
H AND H AUTO PARTS WH	V6401967	4370	476.20	1,856.28	00130709V6410974
		4376	579.48		M1066040
		4385	208.06		
		5610	592.54		64 6469006900605895
HD INDUSTRIES	V6401983	4376	656.56	656.56	00130710
HOT WAX DISTRIBUTORS	V6412146	4375	443.75	443.75	00130711
IMAGE APPAREL FOR BUS	V6402628	4345	434.17	434.17	00130712
IMPERIAL PRODUCTS INC	V6402137	4355	4,063.11	4,063.11	00130713
INSTRUMENTAL SAVINGS	V6412143	4410	18,037.04	24,839.96	00130714
		6490	6,802.92		
JEYCO PRODUCTS INC	V6402332	4375	495.94	495.94	00130715
JHM SUPPLY INC.	V6411647	4347	4,091.43	4,091.43	00130716
JOE RHODES MAINTENANC	V6402367	5610	189.18	189.18	00130717
MAACO	V6402890	4370	1,816.13	2,230.13	00130718
		5610	414.00		
MACKIN LIBRARY MEDIA	V6402903	4210	426.30	426.30	00130719
MAGNOLIA HIGH SCHOOL	V6402920	5810	1,212.00	1,212.00	00130720
MC COY MILLS FORD	V6411093	4370	54.91	164.50	00130721
		5610	109.59		
MC FADDEN DALE HARDWA	V6403056	4355	231.21	231.21	00130722
MC GRAW HILL EDUCATIO	V6411310	5880	1,750.00	1,750.00	00130723
MC KESSON MEDICAL SUR	V6403060	9320	629.78	629.78	00130724
MEDCO SPORTS MEDICINE	V6405872	4320	629.09	629.09	00130725
MOBILE INDUSTRIAL SUP	V6407890	4375	100.44	100.44	00130726
MONJURAS AND WISMAYER	V6410873	5810	1,676.22	1,676.22	00130727

FUND: 0101 GENERAL FUND

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
MONTGOMERY HARDWARE C	V6405624	4355	1,765.47	1,765.47	00130728
MUSIC AND ARTS CENTER	V6411397	4310	1,996.77	1,996.77	00130729
NASCO MODESTO	V6403253	4310	527.51	527.51	00130730
NEWS 2 YOU	V6405551	5880	3,657.00	3,657.00	00130731
NICOLE MILLER AND ASS	V6411341	5810	5,200.00	5,200.00	00130732
O'REILLY AUTO PARTS	V6411401	4370	636.71	661.35	00130733
		4376	23.67		
		4385	0.97		
OFFICE DEPOT	V6403421	4320	85.95	85.95	00130734
ONE STOP PARTS SOURCE	V6406259	4370	93.95	545.34	00130735
		4376	451.39		
ORANGE COUNTY CIRCUIT	V6409403	4355	124.20	124.20	00130736
ORANGE COUNTY PUBLIC	V6411157	5810	100.00	100.00	00130737
ORAVAN MECHANICAL	V6411315	5610	1,891.67	1,891.67	00130738
ORVAC ELECTRONICS	V6403479	4320	97.18	124.37	00130739
		4355	27.19		
PATINO, REUBEN	V6403910	5220	63.43	63.43	00130740
PSAT NMSQT	V6403775	5880	2,070.00	2,070.00	00130741
RAMIREZ, MARIA T.	V6412066	5220	41.69	41.69	00130742
SOUTHERN CALIFORNIA E	V6404370	5520	78,594.39	78,594.39	00130743
TRUJILLO, MARTHA	V6411464	5220	78.66	78.66	00130744
VAZQUEZ, LIZBETH SEGU	V6412067	5220	15.24	15.24	00130745
VERA, CARLOS	V6408946	5220	42.27	42.27	00130746
WINZER	V6412060	4375	137.37	137.37	00130747

FUND: 0101 GENERAL FUND

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
A U H S D FOOD SERVIC	V6400023	8699	18,500.00	18,500.00	00130749
ABE'S PLUMBING	V6406307	5610	525.00	525.00	00130750
ADI	V6400095	4355	718.20	718.20	00130751
BAYER HVAC INC.	V6410954	4347	385.36	385.36	00130752
BIOMETRICS4ALL INC	V6409224	5880	57.00	57.00	00130753
BUSWEST LLC	V6407892	4385	205.46	205.46	00130754
CART MAN INC, THE	V6404668	4310	463.32	463.32	00130755
CITY OF ANAHEIM	V6400957	5220	1,578.85	52,934.48	00130756
		5230	23.31		
		5520	41,413.80		
		5530	5,899.95		
		5580	3,752.70		
		5880	265.87		
CITY OF BUENA PARK	V6400958	5530	2,565.64	2,565.64	00130757
COCO PRINTING AND GRA	V6410045	5810	576.72	576.72	00130758
CULVER NEWLIN	V6411589	4410	1,646.05	1,646.05	00130759
CYPRESS SCHOOL DISTRI	V6401211	4320	511.46	511.46	00130760
ENVIRONMENTAL REMEDIA	V6411629	5610	7,600.00	7,600.00	00130761
*** VOID CONTINUE ***	VOID.CONTINU		0.00	0.00	00130762
FENN TERMITE AND PEST	V6401679	5610	835.00	835.00	00130763
ICS SERVICE CO.	V6406452	5610	14,566.62	14,566.62	00130764
*** VOID CONTINUE ***	VOID.CONTINU		0.00	0.00	00130765
JACKSONS A S BREA	V6406346	4370	761.08	7,922.20	00130766
		4375	299.18		
		4376	4,777.11		

FUND: 0101 GENERAL FUND

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
		4385	1,087.07		
		4387	1,997.76		
KENNETH WOOG MBA Psy.	V6412123	5805	600.00	600.00	00130767
MUSIC AND ARTS CENTER	V6411397	4310	-1,124.32	572.25	00130768
		4410	1,696.57		
NORTH ORANGE COUNTY R	V6403384	7223	849,117.42	849,117.42	00130769
OFFICE DIGITAL SOLUTI	V6411101	4310	40,423.46	45,264.16	00130770
		4320	4,840.70		
ORANGE COUNTY REGISTE	V6403461	4320	3,429.00	3,429.00	00130771
ORVAC ELECTRONICS	V6403479	4355	47.33	47.33	00130772
PRO STAR	V6410151	5610	2,803.14	2,803.14	00130773
RIEL, JEFFREY	V6407850	5310	380.00	380.00	00130774
SOFTWARE 4 SCHOOLS	V6410482	5880	199.95	199.95	00130775
VITAL LINK	V6404963	5805	4,400.00	4,400.00	00130776
WALTERS WHOLESALE	V6409053	4355	30.42	30.42	00130777
WARD'S NATURAL SCIENC	V6404999	4310	279.07	279.07	00130778
WARDS MEDIA TECH	V6408345	4310	484.92	1,023.84	00130779
		4410	538.92		
WAXIE SANITARY SUPPLY	V6405008	4347	503.22	503.22	00130780
WEST LITE SUPPLY CO I	V6405035	9320	639.09	639.09	00130781
WESTSIDE BUILDING MAT	V6405054	4355	100.03	100.03	00130782
*** CHECK GAP ***					
REVOLVING CASH FUND	V6405190	2208	85.14	11,036.73	00130785
		2209	220.71		
		2286	991.70		
		5210	1,754.71		

FUND: 0101 GENERAL FUND

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
		5880	6,243.00		
		5910	1,491.47		
		8695	250.00		
STATE BOARD OF EQUALI	V6404444	4382	383.03	383.03	00130786
STATE BOARD OF EQUALI	V6404444	4381	168.06	934.12	00130787
		4382	766.06		
U S BANK	V6406511	4310	3,268.30	7,854.66	00130788
		4320	65.47		
		4410	638.11		
		5210	1,467.80		
		5880	2,394.98		
*** CHECK GAP ***					
GARDENA VALLEY NEWS	V6401808	4310	314.50	314.50	00130792
GAS COMPANY, THE	V6404372	5510	46,360.78	46,360.78	00130793
GILBERT SOUTH ASB	V6407543	5880	40.00	40.00	00130794
GILMAN, GARY R.	V6410259	5805	720.00	720.00	00130795
GONZALEZ, LAURA	V6410576	5220	71.13	71.13	00130796
GREATER ANAHEIM SELPA	V6401927	5805	9,924.45	9,924.45	00130797
HUMAN RELATIONS MEDIA	V6405820	4310	802.78	802.78	00130798
JOHNSON, NATALIE	V6409392	5210	87.62	87.62	00130799
KAVANAGH, DEANNA	V6410793	5210	125.00	125.00	00130800
KNORR SYSTEMS	V6402610	5610	635.28	635.28	00130801
KONICA MINOLTA BUSINE	V6403156	5620	4,986.52	4,986.52	00130802
LE, CAITLIN	V6411725	5220	63.25	63.25	00130803
LUNDQUIST, KATHY	V6402536	5220	48.31	48.31	00130804
LUX BUS AMERICA COMPA	V6412135	5721	4,550.00	4,550.00	00130805

FUND: 0101 GENERAL FUND

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
YALE CHASE MATERIALS	V6407574	6490	10,973.01	10,973.01	00130806
ACS BILLING SERVICE	V6400072	5580	3,583.28	3,583.28	00130807
ALTERNATIVE REVOLVING	V6400190	4210	126.16	3,177.52	00130808
		4310	1,844.98		
		4315	6.44		
		4320	382.25		
		4347	170.53		
		4390	548.18		
		5910	98.98		
ANAHEIM UNION HIGH SC	V6400267	5454	25,057.19	25,057.19	00130809
AT AND T	V6406157	5918	6,479.20	6,479.20	00130810
AT AND T	V6400374	5918	1,600.07	1,600.07	00130811
BIOMETRICS4ALL INC	V6409224	4410	4,395.00	4,395.00	00130812
C AND L CUSTOM JACKET	V6400644	4310	3,606.00	3,606.00	00130813
C2 IMAGING	V6408990	5880	2,959.20	2,959.20	00130814
CHILD SHUTTLE	V6406415	5870	812.00	812.00	00130815
CITY OF ANAHEIM	V6400957	5530	51.62	51.62	00130816
DALE JUNIOR HIGH ASB	V6405581	5810	640.00	640.00	00130817
DHAWAN, SONITA	V6410951	5220	41.11	41.11	00130818
FEDEX	V6401675	5910	15.55	15.55	00130819
*** VOID CONTINUE ***	VOID.CONTINU		0.00	0.00	00130820
FENN TERMITE AND PEST	V6401679	5610	2,056.00	2,056.00	00130821
FERGUSON ENTERPRISES	V6409823	4347	226.03	226.03	00130822
FLEET SERVICES INC	V6405625	5610	6,719.76	6,719.76	00130823
GALE SUPPLY CO	V6401798	9320	117.50	117.50	00130824

FUND: 0101 GENERAL FUND

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
GANAHL LUMBER CO	V6401804	4355	447.88	447.88	00130825
GARY'S RADIATOR SERVI	V6401818	4370	486.00	486.00	00130826
GLASBY MAINTENANCE SU	V6401863	4347 9320	305.41 171.16	476.57	00130827
GOLDEN STATE PAVING C	V6408228	5610	4,000.00	4,000.00	00130828
GOLDEN WEST MEDICAL C	V6401892	5810	115.00	115.00	00130829
GRAINGER	V6404982	4355	728.18	728.18	00130830
GRAYBAR ELECTRIC COMP	V6401918	4320 4355	670.10 122.13	792.23	00130831
GREENS DISCOUNT GLASS	V6409591	4355	162.00	162.00	00130832
GUITAR CENTER	V6401958	4310 4410	467.63 1,458.11	1,925.74	00130833
HOME DEPOT	V6405234	4355	1,823.49	1,823.49	00130834
HORIZON	V6408259	4347	3,396.55	3,396.55	00130835
HUNT, BRIAN	V6412153	5210	247.00	247.00	00130836
IMAGE APPAREL FOR BUS	V6402628	4345	37.96	37.96	00130837
K LOG	V6402486	4310	431.85	431.85	00130838
KONICA MINOLTA BUSINE	V6403156	5620	3,726.72	3,726.72	00130839
LAU, THOMAS	V6412152	5210	1,046.17	1,046.17	00130840
MANCHANDA, SAKSHI	V6411710	5220	167.60	167.60	00130841
MATCO TECH	V6403024	5610	475.06	475.06	00130842
MONTGOMERY HARDWARE C	V6405624	4355	980.76	980.76	00130843
MONTRELLA, JOHN	V6409080	8699	21.39	21.39	00130844
MUSIC AND ARTS CENTER	V6411397	4310	76.78	76.78	00130845

FUND: 0101 GENERAL FUND

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
NASCO MODESTO	V6403253	4310	1,628.42	1,628.42	00130846
NATIONAL METER AND AU	V64112147	4410	5,518.16	5,518.16	00130847
NATIONAL SCIENCE TEAC	V6409990	4210	539.46	539.46	00130848
ORANGEVIEW JR HIGH SC	V6403468	5810	761.50	761.50	00130849
ORAVAN MECHANICAL	V6411315	5610	480.00	480.00	00130850
PARKHOUSE TIRE INC.	V6403547	4370 4386	1,519.95 3,016.33	4,536.28	00130851
PBS SOCIAL	V6411330	5880	450.00	450.00	00130852
PEAVEY ELECTRONICS CO	V6412148	5610	180.00	180.00	00130853
PETTIT, CYNTHIA	V6405571	5210	387.84	387.84	00130854
PIPS	V6407384	3601 3602	297,780.38 99,260.12	397,040.50	00130855
PITNEY BOWES	V6403677	5910	3,234.76	3,234.76	00130856
PITNEY BOWES	V6403677	5620	270.50	270.50	00130857
PRAXAIR	V6403719	4355	96.28	96.28	00130858
PRECIADO, BRUNO	V6412155	5210	708.96	708.96	00130859
PROTECTION ONE ALARM	V6412084	5620	6,592.92	6,592.92	00130860
RAMIREZ, SANDRA	V6406526	8699	16.30	16.30	00130861
REAL, JEANNETTE	V6411176	5220	84.12	84.12	00130862
RICE UNIVERSITY	V6408106	5210	825.00	825.00	00130863
ROSETTA STONE LTD.	V6409723	5880	4,986.75	4,986.75	00130864
RUBEN, LINDSAY	V6411952	8699	790.49	790.49	00130865
RUTHENBECK, LYNN	V6402876	5220	62.68	62.68	00130866

FUND: 0101 GENERAL FUND

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
SCHOOL SPECIALTY INC	V6404173	4310	145.21	145.21	00130867
SHAMROCK SUPPLY CO.	V6409920	9320	109.51	109.51	00130868
STEINBRICK, GAIL	V6408751	5220	197.57	197.57	00130869
STERICYLE COMMUNICATI	V6411455	5918	987.04	987.04	00130870
TANDUS US INC	V6401017	4355	1,106.00	1,106.00	00130871
VAN WYE, SILVIA	V6412078	5220	64.17	64.17	00130872
VOICE FOR MADDIE INC.	V6412149	5210	525.00	525.00	00130873
WILLSON, HEATHER	V6408459	5220	104.88	104.88	00130874
ZISKO, AMBER	V6406552	5220	39.16	39.16	00130875
A ALVARADO PAINTING	V6406348	5610	775.00	775.00	00130876
AAA ELECTRIC MOTOR SA	V6400033	4347	264.22	264.22	00130877
ACCREDITING COMMISSIO	V6400063	5880	4,025.00	4,025.00	00130878
ACE HARDWARE	V6411077	4310	52.88	52.88	00130879
ACOUSTICAL MATERIAL S	V6400070	4355	148.06	148.06	00130880
ADI	V6400095	4355	163.15	163.15	00130881
ADVANCED OFFICE SERVI	V6408685	5610	1,773.95	1,773.95	00130882
ALBRIGHT LIGHTING PLA	V6410869	4355	69.40	69.40	00130883
APPLE INC	V6400319	4310	1,855.08	1,855.08	00130884
APPROACH LEARNING AND	V6404702	5860	5,704.10	5,704.10	00130885
ASBURY ENVIRONMENTAL	V6400358	5610	55.00	55.00	00130886
AVID CENTER	V6400410	5210	1,515.00	1,515.00	00130887
BEACON DAY SCHOOL	V6409269	5860	8,876.84	8,876.84	00130888

FUND: 0101 GENERAL FUND

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
BUREAU OF EDUCATION A	V6400627	5210	239.00	239.00	00130889
BURNS, KEN	V6411821	5210	367.50	367.50	00130890
CENTER FOR DRUG FREE	V6400833	4310	432.00	432.00	00130891
CITY OF ANAHEIM	V6400957	5520	41,465.43	52,831.96	00130892
		5530	5,237.39		
		5580	6,129.14		
CITY OF ANAHEIM	V6400957	5810	3,372.00	3,372.00	00130893
CLETA HARDER DEVELOPM	V6407031	5860	7,133.90	7,133.90	00130894
HALL CO INC, GEORGE T	V6401845	4347	664.72	664.72	00130895
HILLYARD FLOOR CARE S	V6402055	4410	975.07	975.07	00130896
HIRSCH PIPE AND SUPPL	V6411238	4410	1,559.16	1,559.16	00130897
*** VOID CONTINUE ***	VOID.CONTINU		0.00	0.00	00130898
HOME DEPOT	V6405234	4310	561.28	2,645.13	00130899
		4355	2,083.85		
HOTSY EQUIPMENT CO.	V6402080	4347	501.65	501.65	00130900
HOUGHTON MIFFLIN HARC	V6407563	4150	36,917.69	36,917.69	00130901
HOWARD INDUSTRIES	V6402088	4347	495.87	495.87	00130902
IMAGE APPAREL FOR BUS	V6402628	9320	4,568.15	4,568.15	00130903
INTERNATIONAL INSTITU	V6412074	5805	15,519.15	15,519.15	00130904
J AND M PROMOTIONS IN	V6402207	4310	760.59	760.59	00130905
LANGUAGE NETWORK INC	V6409301	5810	1,414.00	1,414.00	00130906
LEGO EDUCATION	V6407799	4310	17,698.44	17,698.44	00130907
O.C.A.D.A.	V6407016	5880	550.00	550.00	00130908
OCDE	V6403452	5210	350.00	350.00	00130909

FUND: 0101 GENERAL FUND

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
REALITY WORKS	V6400426	4410	5,856.00	5,856.00	00130910
REFRIGERATION SUPPLIE	V6403873	4347	1,600.84	1,600.84	00130911
ROSEBROUGH TOOL CO.	V6404014	4355	107.68	107.68	00130912
RUSSELL SIGLER INC.	V6410420	4347	527.80	527.80	00130913
TOMARK SPORTS INC.	V6404748	4310 4410	595.60 3,998.48	4,594.08	00130914
UTRECHT ART SUPPLIES	V6404895	4310	110.76	110.76	00130915
*** CHECK GAP ***					
AARDVARK CLAY AND SUP	V6400035	4310 4410	630.78 10,569.82	11,200.60	00130917
BOOMERANG PROJECT	V6408986	5210	2,200.00	2,200.00	00130918
ELLIOTT, MARYJO	V6408060	5210	2,118.23	2,118.23	00130919
ORANGE COUNTY PUBLIC	V6411157	5810	12,885.00	12,885.00	00130920
RELIABLE WORKPLACE SO	V6403889	9320	15,696.63	15,696.63	00130921
RENAISSANCE LEARNING	V6403894	4310	9,024.00	9,024.00	00130922
A 1 FENCE COMPANY	V6408537	4355	1,069.39	1,069.39	00130923
A ALVARADO PAINTING	V6406348	5610	750.00	750.00	00130924
A U H S D FOOD SERVIC	V6400023	4390	118.80	118.80	00130925
AARDVARK CLAY AND SUP	V6400035	4310	760.32	760.32	00130926
APPLE INC	V6400319	4310	745.20	745.20	00130927
B AND H PHOTO VIDEO I	V6400422	4310 5810	913.43 272.84	1,186.27	00130928
B AND K ELECTRIC WHOL	V6400623	4355	515.95	515.95	00130929
B AND M LAWN AND GARD	V6400423	4347	455.87	1,426.79	00130930

FUND: 0101 GENERAL FUND

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
		4410	970.92		
RANGKIT USA INC.	V6410523	9320	303.26	303.26	00130931
BARNES AND NOBLE	V6400450	4210	1,337.69	1,790.35	00130932
		4310	232.50		
		4320	220.16		
BAVCO	V6407678	4355	520.91	520.91	00130933
BELL PIPE AND SUPPLY	V6400476	4355	12.59	12.59	00130934
BERARDI, JANET	V6402262	5210	1,670.09	1,670.09	00130935
BLICK ART MATERIALS	V6401357	4310	888.83	888.83	00130936
BSN SPORTS	V6400615	4310	2,670.40	2,670.40	00130937
CALIFORNIA RETROFIT I	V6406910	4355	198.72	198.72	00130938
CCP INDUSTRIES INC	V6400816	9320	2,765.21	2,765.21	00130939
CITY OF ANAHEIM	V6400957	5520	4,010.44	7,356.08	00130940
		5530	1,077.08		
		5580	2,268.56		
SCHAFF, MARGARET	V6411888	5850	3,500.00	3,500.00	00130941
SCHOOL SERVICES OF CA	V6404171	4320	250.00	250.00	00130942
SHRED IT USA LLC	V6411124	5610	412.59	412.59	00130943
SO CAL OFFICE TECHNOL	V6406339	5620	496.80	496.80	00130944
SOCALGRAD	V6411708	4310	16.20	27.00	00130945
		4320	10.80		
SOUTH JHS ASB	V6405227	5810	20.00	20.00	00130946
SOUTHERN CALIFORNIA F	V6404371	4355	777.60	777.60	00130947
SPICERS PAPER INC	V6404405	4320	418.50	418.50	00130948
SPOT COOLERS	V6411074	5620	2,894.40	2,894.40	00130949

FUND: 0101 GENERAL FUND

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
THOMSON REUTERS WEST	V6407958	4320	133.61	133.61	00130950
TIRES WAREHOUSE INC.	V6411116	4386	2,169.55	2,169.55	00130951
TRADITIONAL AUTO SUPP	V6409571	4370 4376	402.87 430.69	833.56	00130952
TRUCK PRO PTO SALES C	V6403784	4376	719.61	719.61	00130953
UNITED INDUSTRIES	V6405275	9320	510.24	510.24	00130954
UNITED REFRIGERATION	V6404853	4347	76.18	76.18	00130955
UNITED STATES ACADEMI	V6404818	4310 5880	250.00 250.00	500.00	00130956
UNIVERSITY OF SOUTHER	V6411174	4210	55,360.80	55,360.80	00130957
VALUETTINA PIZZA COMPA	V6410252	4310	213.60	213.60	00130958
VARSITY SPIRIT LLC	V6411949	5610	1,370.57	1,370.57	00130959
VISION COMMUNICATIONS	V6404955	4320 4355	345.60 3,769.21	4,114.81	00130960
VISTA HIGHER LEARNING	V6411394	4150	3,716.34	3,716.34	00130961
WARD'S NATURAL SCIENC	V6404999	4310	56.21	56.21	00130962
WENGER CORP	V6405024	4310	9,070.48	9,070.48	00130963
WESTRUX INTERNATIONAL	V6405053	4370 4376 4385	129.59 78.28 181.38	389.25	00130964
YAMAHA GOLF CARTS OF	V6405131	5610	1,672.66	1,672.66	00130965
YELLOW CAB OF GREATER	V6405135	5870	477.00	477.00	00130966
ZONES	V6405158	4310	287.15	287.15	00130967
*** CHECK GAP ***					
BERARDINO, KRISTIN	V6412157	5210	1,900.00	1,900.00	00130970

FUND: 0101 GENERAL FUND

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
GIANNELLI ELECTRIC IN	V6401857	5610	2,135.00	2,135.00	00130971
GOLDEN STATE WATER CO	V6408018	5530	19,873.74	19,873.74	00130972
KNORR SYSTEMS	V6402610	4347	179.06	179.06	00130973
SARSON SPORTS USA INC	V6411833	4320	1,077.84	1,077.84	00130974
SAVANNA HIGH SCHOOL	V6404130	5810	5,706.00	5,706.00	00130975
*** CHECK GAP ***					
POWERS, BRENDAN	V6412161	5210	225.00	225.00	00130977
SHIRLEY, KATHRYN	V6412162	5210	225.00	225.00	00130978
SMITH, GAIL RENEAU	V6401794	5210	120.00	120.00	00130979
TORRES, AMY	V6410990	5210	225.00	225.00	00130980
LAW OFFICES OF SOO YU	V6411638	5821	6,500.00	6,500.00	00130981
GLOBAL CTI GROUP	V6409893	5880	6,540.00	6,540.00	00130982
GOPHER SPORTS EQUIPME	V6401902	4310	400.66	400.66	00130983
GUITAR CENTER	V6401958	4310 4410	200.21 1,008.34	1,208.55	00130984
GUTIERREZ, GASPAR	V6406180	5210	120.00	120.00	00130985
HARBOR FREIGHT TOOLS	V6401984	4347	30.21	30.21	00130986
HOT WAX DISTRIBUTORS	V6412146	4375	39.94	39.94	00130987
HUNT, BRIAN	V6412153	5210	800.00	800.00	00130988
IBNA	V6402179	5210	1,478.00	1,478.00	00130989
IMAGE APPAREL FOR BUS	V6402628	4345 5610	489.27 639.25	1,128.52	00130990
IMPERIAL PRODUCTS INC	V6402137	4310 4355	243.00 3,140.99	4,380.35	00130991

FUND: 0101 GENERAL FUND

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
		4410	996.36		
JIMENEZ, BERTA	V6400490	5210	120.00	120.00	00130992
VIANA, JUAN	V6408600	5210	698.99	698.99	00130993
			*** CHECK GAP ***		
AT AND T	V6400374	5918	24.33	24.33	00130995
CUMMING CONSTRUCTION	V6411922	6273	165.00	165.00	00130996
HUNT, JIM	V6412167	5210	225.00	225.00	00130997
JACKSONS A S BREA	V6406346	4347	1,119.43	3,565.88	00130998
		4370	550.58		
		4376	1,357.79		
		4385	386.89		
		4387	151.19		
JASPER ENGINES AND TR	V6409131	4376	5,111.00	5,111.00	00130999
JEYCO PRODUCTS INC	V6402332	4375	2,532.34	2,532.34	00131000
JHM SUPPLY INC.	V6411647	4347	2,065.82	2,065.82	00131001
JM AND J CONTRACTORS	V6410460	5610	2,450.00	2,450.00	00131002
JORDAN ELECTRONICS	V6402422	4310	3,291.84	4,668.84	00131003
		4410	1,377.00		
LACOE	V6406272	5210	150.00	150.00	00131004
MD INSTALLATIONS INT'	V6410469	5610	1,595.00	1,595.00	00131005
MIKE'S FITNESS EQUIPM	V6411082	4310	3,401.12	3,401.12	00131006
MOBLEY, AARON	V6412160	5210	2,342.00	2,342.00	00131007
MONJARAS AND WISMEYER	V6410873	5810	1,243.72	1,243.72	00131008
OMNISOURCE MARKETING	V6411430	4310	1,555.61	1,555.61	00131009
ORANGE COUNTY REGISTE	V6403461	4320	5,024.16	5,024.16	00131010

FUND: 0101 GENERAL FUND

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
ORANGE COUNTY REGISTE	V6403461	4320	30.24	30.24	00131011
PARADIGM HEALTHCARE S	V6403536	5810	2,000.00	2,000.00	00131012
PARKER AND COVERT LLP	V6403544	5810	3,127.50	3,127.50	00131013
PARTNERS IN LEARNING	V6403552	4320	156.39	156.39	00131014
PHAM, RICK	V6406082	5220	23.58	23.58	00131015
PITNEY BOWES	V6403677	5610	1,850.92	1,850.92	00131016
RAE CROWTHER COMPANY	V6412140	4310 4410	1,117.79 3,450.60	4,568.39	00131017
SANCHEZ, CARISSA	V6410283	5210	527.28	527.28	00131018
SC FUELS	V6404378	4384	545.11	545.11	00131019
SHRED IT USA LLC	V6411124	5810	61.20	61.20	00131020
SPRINT SOLUTIONS INC	V6411072	5918	9,115.79	9,115.79	00131021
SWANSON, JEFFREY	V6407166	5230	646.80	646.80	00131022
TEAM ATHLETICS	V6409439	4310	3,342.60	3,342.60	00131023
THYSSENKRUPP ELEVATOR	V6404724	5610	778.00	778.00	00131024
TIGER DIRECT INC	V6406757	4320	127.12	127.12	00131025
TOMARK SPORTS INC.	V6404748	4310 4410	462.24 5,932.06	6,394.30	00131026
TORO AIRE INC	V6408584	4347	75.60	75.60	00131027
TOTAL COMPENSATION SY	V6404760	5810	4,600.00	4,600.00	00131028
TRADITIONAL AUTO SUPP	V6409571	4387	75.58	75.58	00131029
TRANE COMPANY, THE	V6407007	4347 4355	238.04 126.36	364.40	00131030
TROXELL COMMUNICATION	V6404796	4310	793.78	1,968.82	00131031

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
		4410	1,175.04		
TRUCK PRO PTO SALES C	V6403784	4376	2,536.71	2,536.71	00131032
TUBA EXCHANGE, THE	V6412109	4410	2,160.00	2,160.00	00131033
U.S. TOY CO.	V6411832	4310	143.74	143.74	00131034
UNITED PARCEL SERVICE	V6408429	5910	154.09	154.09	00131035
UNITED STATES ACADEMI	V6404818	4310	1,534.04	1,534.04	00131036
US AIR CONDITIONING D	V6404317	4347	16.82	16.82	00131037
US GAMES	V6404813	4310	2,464.91	2,464.91	00131038
WALKERS DELI	V6407901	4390	135.47	135.47	00131039
WEST ORANGE COUNTY RE	V6411155	5310	293.00	293.00	00131040
WINZER	V6412060	4375	1,822.28	1,822.28	00131041
YELLOW CAB OF GREATER	V6405135	5870	260.00	260.00	00131042
*** CHECK GAP ***					
AAA ELECTRIC MOTOR SA	V6400033	4347	494.00	494.00	00131048
ACT	V6400079	5210	525.00	525.00	00131049
ALTERNATIVE REVOLVING	V6400190	4310	1,706.55	3,241.60	00131050
		4320	213.52		
		4347	353.55		
		4390	967.98		
ANAHEIM CHAMBER OF CO	V6400252	5310	362.00	362.00	00131051
ANAHEIM HIGH SCHOOL	V6400260	5810	5,472.00	5,472.00	00131052
APPLE INC	V6400319	4310	1,687.92	1,687.92	00131053
ART SUPPLY WAREHOUSE	V6400350	4310	193.70	193.70	00131054
BALL JR HIGH SCHOOL	V6400433	8699	177.60	177.60	00131055

FUND: 0101 GENERAL FUND

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
BANK OF AMERICA ACCOU	V6407184	5880	16,925.23	16,925.23	00131056
BEST BEST AND KRIEGER	V6400491	5821	1,466.88	1,466.88	00131057
BROOKHURST JUNIOR HIG	V6400602	8699	218.16	218.16	00131058
BROOKS INSTALLATIONS	V6403919	5610	2,650.00	2,650.00	00131059
BUNNELL, KAREN	V6412170	5210	120.00	120.00	00131060
BUSWEST LLC	V6407892	4376	2,363.48	2,363.48	00131061
CITY OF ANAHEIM	V6400957	5580	598.70	598.70	00131062
CUNARD, DR. ROBERT	V6410998	5210	389.20	389.20	00131063
DAIGNAULT, KARIN	V6402510	5220	62.74	62.74	00131064
DALE JUNIOR HIGH ASB	V6405581	8699	16.05	16.05	00131065
DUCA, JASON	V6407065	5220	37.84	37.84	00131066
EADDY, LISA	V6412171	5210	120.00	120.00	00131067
ENCORP	V6409154	5610	3,085.00	3,085.00	00131068
FERNANDEZ, SANDY	V6409127	5210	35.00	35.00	00131069
FROG ENVIRONMENTAL IN	V6407428	5610	1,685.00	1,685.00	00131070
KATELLA HIGH SCHOOL	V6402515	8699	49.95	49.95	00131071
KENNEDY HIGH SCHOOL	V6402571	8699	62.54	62.54	00131072
LEXINGTON JUNIOR HIGH	V6402729	8699	131.30	131.30	00131073
MAGNOLIA HIGH SCHOOL	V6402920	8699	127.72	127.72	00131074
NORTH ORANGE COUNTY R	V6403384	7223	1,303,473.42	1,303,473.42	00131075
O'REILLY AUTO PARTS	V6411401	4370	73.84	73.84	00131076
O.C.A.D.A.	V6407016	5210	2,250.00	2,250.00	00131077

FUND: 0101 GENERAL FUND

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
OCDE	V6403452	4390	73.44	73.44	00131078
OFFICE DEPOT	V6403421	4310 4320	1,074.95 1,119.99	2,194.94	00131079
OFFICE DIGITAL SOLUTI	V6411101	4310	40,820.15	40,820.15	00131080
ORANGE COUNTY FIRE PR	V6403457	4355	298.08	298.08	00131081
ORANGEVIEW JR HIGH SC	V6403468	8699	171.34	171.34	00131082
ORCA BOOK PUBLISHERS	V6408404	4210	477.60	477.60	00131083
ORIENTAL TRADING COMP	V6403475	4310	212.87	212.87	00131084
ORRAVAN MECHANICAL	V6411315	5610	5,880.00	5,880.00	00131085
OXFORD UNIVERSITY PRE	V6403487	4150	12,752.72	12,752.72	00131086
PARENT INSTITUTE FOR	V6403538	5805	11,520.00	11,520.00	00131087
PEARSON EDUCATION	V6403609	4150	86,765.97	86,765.97	00131088
QUILL CORP.	V6403807	9320	6,250.87	6,250.87	00131089
SAVANNA HIGH SCHOOL	V6404130	8699	221.34	221.34	00131090
SOUTH JHS ASB	V6405227	8699	207.82	207.82	00131091
SYCAMORE JR HIGH ASB	V6404569	8699	194.27	194.27	00131092
WALKER JR HIGH SCHOOL	V6404990	8699	722.66	722.66	00131093
WESTERN HIGH SCHOOL A	V6405044	8699	121.54	121.54	00131094
*** CHECK GAP ***					
EXCELERATE SOFTWARE I	V6405107	6490	61,807.45	61,807.45	00131100
GARDENA VALLEY NEWS	V6401808	4310	931.64	931.64	00131101
HOME DEPOT	V6405234	4355 4376	1,258.94 10.77	1,269.71	00131102

FUND: 0101 GENERAL FUND

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
IMPERIAL PRODUCTS INC	V6402137	4410	834.69	834.69	00131103
J.W. PEPPER AND SON I	V6402214	4310	1,168.37	1,168.37	00131104
JACKSONS A S BREA	V6406346	4347	96.70	1,142.37	00131105
		4370	50.06		
		4375	135.73		
		4376	704.36		
		4385	155.52		
JASPER ENGINES AND TR	V6409131	4376	10,582.36	10,582.36	00131106
JHM SUPPLY INC.	V6411647	4347	89.08	89.08	00131107
K 12 SPECIALTIES INC	V6407667	4347	1,878.73	1,878.73	00131108
KERN HIGH SCHOOL DIST	V6405700	5880	475.00	475.00	00131109
KNORR SYSTEMS	V6402610	4347	7,889.40	7,889.40	00131110
LANGUAGE NETWORK INC	V6409301	5810	970.00	970.00	00131111
LETTER PERFECT SIGNS	V6402726	4355	373.25	373.25	00131112
LINDY OFFICE PRODUCTS	V6411539	9320	2,911.14	2,911.14	00131113
LOARA ASB	V6402803	5810	87.00	87.00	00131114
LONE STAR PERCUSSION	V6408001	4310	804.60	5,011.20	00131115
		4410	4,206.60		
LRP PUBLICATIONS	V6402849	4315	344.50	15,109.50	00131116
		5880	14,765.00		
A ALVARADO PAINTING	V6406348	5610	2,200.00	2,200.00	00131117
ALLIANCE ENVIRONMENTA	V6400169	5610	3,221.92	3,221.92	00131118
ANAHEIM CITY SCHOOL D	V6400254	5100	7,041.03	7,041.03	00131119
APPROACH LEARNING AND	V6404702	5860	3,916.32	3,916.32	00131120
BRAZDA, CINDY	V6406704	5210	1,041.74	1,041.74	00131121

FUND: 0101 GENERAL FUND

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
BROOKS INSTALLATIONS	V6403919	5610	1,750.00	1,750.00	00131122
C2 IMAGING	V6408990	5880	241.72	241.72	00131123
CAL LIFT INC	V6400664	5610	1,121.26	1,121.26	00131124
CALIFORNIA CUSHION CO	V6411382	4355	187.86	187.86	00131125
CALIFORNIA RETROFIT I	V6406910	4355	120.96	120.96	00131126
CAMERON WELDING SUPPL	V6400741	4310 4355	31.56 31.56	63.12	00131127
CANNON SPORTS INC	V6400749	9320	4,167.29	4,167.29	00131128
CARNEGIE LEARNING INC	V6411378	4310	6,585.20	6,585.20	00131129
CAROLINA BIOLOGICAL S	V6400778	4310 5880	53.96 1,071.14	1,125.10	00131130
CART MAN INC, THE	V6404668	5610	797.52	797.52	00131131
CDW GOVERNMENT INC.	V6400819	4410	783.00	783.00	00131132
CERTIPORT	V6410383	5880	3,275.00	3,275.00	00131133
CITY OF ANAHEIM	V6400957	5520 5530 5580	130,020.45 10,859.12 17,821.38	158,700.95	00131134
CLT COMPUTER MWAIVE.CO	V6410378	4310	81.13	81.13	00131135
CULVER NEWLIN	V6411589	4310 4320	3,812.57 390.85	4,203.42	00131136
ECONOMY RENTALS INC	V6401478	5620	19.73	19.73	00131137
EDU REPLACEMENTS LLC	V6411894	4310	756.00	756.00	00131138
FARMERS AND MERCHANTS	V6412156	5880	10,988.51	10,988.51	00131139
FREESTYLE PHOTOGRAPHI	V6401761	4310	1,159.62	1,159.62	00131140
GANAHL LUMBER CO	V6401804	4355	737.35	737.35	00131141

FUND: 0101 GENERAL FUND

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
GLASBY MAINTENANCE SU	V6401863	4347	401.13	401.13	00131142
GRAINGER	V6404982	4355 4410	1,862.49 618.20	2,480.69	00131143
GREENS DISCOUNT GLASS	V6409591	4355	176.04	176.04	00131144
H AND H AUTO PARTS WH	V6401967	4376 4385	921.94 442.88	1,364.82	00131145
HIRSCH PIPE AND SUPPL	V6411238	4355	141.73	141.73	00131146
HORIZON	V6408259	4347	604.80	604.80	00131147
HOTSY EQUIPMENT CO.	V6402080	4347	1,274.45	1,274.45	00131148
HOWARD INDUSTRIES	V6402088	4347	217.95	217.95	00131149
HOWARD INDUSTRIES	V6402088	4347	56.92	56.92	00131150
JONES LIGHTING LLC	V6412154	4310 4410	5,600.00 1,500.00	7,100.00	00131151
ORANGE COUNTY TRANSIT	V6406414	5880	1,928.15	1,928.15	00131152
ORVAC ELECTRONICS	V6403479	4355	339.37	339.37	00131153
PACIFIC TURF EQUIPMEN	V6403502	4347	616.52	616.52	00131154
PATHWAY COMMUNICATION	V6410645	4410	17,189.82	17,189.82	00131155
PC AND MACECHANGE	V6410706	4410	1,294.92	1,294.92	00131156
PCM SALES INC	V6412129	4410	1,620.00	1,620.00	00131157
PENNER PARTITIONS INC	V6403625	4355	118.26	118.26	00131158
PINEDA'S NURSERY INC	V6403670	4347	207.10	207.10	00131159
PIONEER CHEMICAL CO	V6403672	9320	5,396.54	5,396.54	00131160
PIPS	V6407384	3601	157,809.00	157,809.00	00131161
POOL SUPPLY OF ORANGE	V6403700	4347	2,792.95	2,792.95	00131162

FUND: 0101 GENERAL FUND

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
ROGHAI, DANIELLE	V6411353	5220	33.87	33.87	00131163
SCHORR METALS INC	V6404179	4355	591.70	591.70	00131164
SMART AND FINAL IRIS	V6404306	4390	114.85	114.85	00131165
STATER BROS	V6407496	4310	37.96	37.96	00131166
THE FLIPPEN GROUP LLC	V6412132	5210	3,300.00	3,300.00	00131167
U S BANK	V6406908	5880	907.50	907.50	00131168
U S BANK	V6406511	5880	800.00	800.00	00131169
VISION COMMUNICATIONS	V6404955	5610	197.65	197.65	00131170
YAMAHA GOLF CARTS OF	V6405131	5610	2,521.63	2,521.63	00131171
BELFOR USA GROUP INC	V6409702	5610	82,279.40	82,279.40	00131172
CLAIM RETENTION SERVI	V6408940	5810	24,000.00	24,000.00	00131173
GANAHL LUMBER CO	V6401804	4355	647.13	647.13	00131174
GRAINGER	V6404982	4355	452.92	452.92	00131175
GREATER ANAHEIM SELPA	V6401927	8311	190,461.74	190,461.74	00131176
HOME DEPOT	V6405234	4355	233.36	233.36	00131177
ICS SERVICE CO.	V6406452	5610	1,334.23	2,881.23	00131178
		5620	1,547.00		
KENNEDY HIGH SCHOOL	V6402571	5810	141.03	141.03	00131179
LETTER PERFECT SIGNS	V6402726	4355	253.48	253.48	00131180
TECHARTS	V6412091	6490	17,065.68	17,065.68	00131181
A U H S D FOOD SERVIC	V6400023	4390	270.80	270.80	00131182
*** VOID CONTINUE ***	VOID.CONTINU		0.00	0.00	00131183
AT AND T	V6406157	5918	6,166.02	6,166.02	00131184

FUND: 0101 GENERAL FUND

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
AT AND T	V6400374	5918	14,076.28	14,076.28	00131185
BALL JR HIGH SCHOOL	V6400433	5810	730.00	730.00	00131186
BOOMERANG PROJECT	V6408986	5210	300.00	300.00	00131187
BUSINESS MACHINES UNL	V6400636	5610	877.80	877.80	00131188
CALIFORNIA RETROFIT I	V6406910	4355	465.26	465.26	00131189
CART MAN INC, THE	V6404668	5610	2,853.04	2,853.04	00131190
CHRISTIAN BUILDING MA	V6400919	4355	73.65	73.65	00131191
CISCO'S SHOP	V6411971	4355	706.24	706.24	00131192
CITY OF ANAHEIM	V6400957	5520	29,710.40	34,366.78	00131193
		5530	921.06		
		5580	3,735.32		
CLARK SECURITY PRODUC	V6400966	4355	253.27	253.27	00131194
CUE INC.	V6409411	5210	1,540.00	1,540.00	00131195
GARD'S MUSIC	V6409314	4410	4,485.24	4,485.24	00131196
GLASBY MAINTENANCE SU	V6401863	4347	138.48	138.48	00131197
GOPHER SPORTS EQUIPME	V6401902	4310	95.79	95.79	00131198
GRAINGER	V6404982	4355	142.71	142.71	00131199
GREENS DISCOUNT GLASS	V6409591	4355	45.36	45.36	00131200
HEAT TRANSFER SOLUTIO	V6410898	5610	520.00	520.00	00131201
HERNANDEZ, LUIS	V6412065	5220	48.65	48.65	00131202
HILLYARD FLOOR CARE S	V6402055	9320	328.57	328.57	00131203
HOWARD JOHNSON HOTEL	V6412163	4310	1,500.00	1,500.00	00131204
ICS SERVICE CO.	V6406452	5610	2,065.76	2,065.76	00131205

FUND: 0101 GENERAL FUND

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
IMAGE APPAREL FOR BUS	V6402628	4345 5620	2,324.91 213.50	2,538.41	00131206
IMPERIAL PRODUCTS INC	V6402137	4355	2,457.30	2,457.30	00131207
J AND A FENCE	V6409989	5610	10,780.00	10,780.00	00131208
J AND M PROMOTIONS IN	V6402207	4310	2,254.50	2,254.50	00131209
JHM SUPPLY INC.	V6411647	4347	1,823.87	1,823.87	00131210
KNORR SYSTEMS	V6402610	5610 6490	2,331.10 8,274.48	10,605.58	00131211
LANGUAGE NETWORK INC	V6409301	5810	1,225.00	1,225.00	00131212
LATHAM TIME COMPANY	V6409059	4355	2,447.44	2,447.44	00131213
LEUNG, MEGGY	V6412176	5220	87.40	87.40	00131214
LINCOLN AQUATICS	V6411554	4347	1,333.80	1,333.80	00131215
LONG BEACH USD	V6406012	5880	475.00	475.00	00131216
OMNISOURCE MARKETING	V6411430	4310	2,415.59	2,415.59	00131217
ORVAC ELECTRONICS	V6403479	4355	179.80	179.80	00131218
PACIFIC TURF EQUIPMEN	V6403502	4347	316.46	316.46	00131219
PRESCOTT HARDWARE AND	V6408590	4355	205.31	205.31	00131220
REEL LUMBER SERVICE	V6403871	4355	175.82	175.82	00131221
REFRIGERATION SUPPLIE	V6403873	4347	2,310.62	2,310.62	00131222
ROBOTSHOP INC.	V6412098	4310	1,680.69	1,680.69	00131223
ROCKLER WOODWORKING A	V6403987	4310	151.65	151.65	00131224
RUSSELL SIGLER INC.	V6410420	4347	1,305.33	1,305.33	00131225
S.C. SIGNS AND SUPPLI	V6410977	4355	258.34	258.34	00131226

FUND: 0101 GENERAL FUND

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
SAFETY KLEEN	V6404072	5610	528.42	528.42	00131227
SAN DIEGO COUNTY OFFI	V6404098	5210	50.00	50.00	00131228
SARGENT WELCH VWR	V6404124	9320	291.60	291.60	00131229
SCHOLASTIC INC.	V6404150	4310	703.12	703.12	00131230
SCHOOL BUS PARTS	V6404157	4375 4385	251.97 1,353.80	1,605.77	00131231
SCHOOL OUTFITTERS	V6408379	4310 4410	4,111.06 2,383.31	6,494.37	00131232
SCHOOL SPECIALTY INC	V6404173	4310 4320 9320	336.10 318.07 2,609.82	3,263.99	00131233
SCHORR METALS INC	V6404179	4355	113.45	113.45	00131234
SHAMROCK SUPPLY CO.	V6409920	9320	992.66	992.66	00131235
SHERWIN WILLIAMS CO.,	V6410919	4355	421.31	421.31	00131236
SHIFFLER EQUIPMENT SA	V6404264	4310	293.93	293.93	00131237
SO CAL OFFICE TECHNOL	V6406339	5620	496.80	496.80	00131238
SOUTHWEST SCHOOL AND	V6404383	9320	303.05	303.05	00131239
STAPLES ADVANTAGE	V6410116	4310 4320	-167.93 1,027.02	859.09	00131240
STEVE WEISS MUSIC	V6410268	4310	231.00	231.00	00131241
SWEETWATER	V6409201	4310	900.00	900.00	00131242
THYSSENKRUPP ELEVATOR	V6404724	5610	642.00	642.00	00131243
TOMARK SPORTS INC.	V6404748	4355	1,980.16	1,980.16	00131244
WALTERS WHOLESALE	V6409053	4347	136.27	136.27	00131245

FUND: 0101 GENERAL FUND

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
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TOTAL FOR FUND: 0101 GENERAL FUND 4,788,507.07

FUND: 0101 GENERAL FUND

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
		Object Total			
	2208		85.14		
	2209		220.71		
	2286		991.70		
	3601	455,589.38			
	3602	99,260.12			
	4150	140,152.72			
	4210	58,268.01			
	4310	203,638.70			
	4315	550.94			
	4320	21,575.07			
	4345	3,286.31			
	4347	41,728.77			
	4355	43,027.64			
	4370	7,051.87			
	4375	6,258.94			
	4376	31,305.20			
	4381	168.06			
	4382	1,149.09			
	4384	545.11			
	4385	4,022.03			
	4386	5,185.88			
	4387	1,224.53			
	4390	2,229.52			
	4410	108,892.59			
	5100	7,041.03			
	5210	34,462.13			
	5220	3,058.20			
	5230	670.11			
	5310	1,035.00			
	5454	25,057.19			
	5510	46,360.78			
	5520	325,214.91			
	5530	46,485.60			
	5580	37,889.08			
	5610	189,652.51			
	5620	21,244.89			
	5721	4,550.00			
	5805	42,683.60			
	5810	77,608.73			
	5821	7,966.88			
	5850	3,500.00			
	5860	25,631.16			

FUND: 0101 GENERAL FUND

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
	5870		1,549.00		
	5880		88,291.00		
	5910		4,994.85		
	5918		38,448.73		
	6273		165.00		
	6490		104,923.54		
	7223		2,152,590.84		
	8311		190,461.74		
	8695		250.00		
	8699		21,750.47		
	9320		48,762.07		

TOTAL FOR FUND: 0101 GENERAL FUND 4,788,507.07

Total Number Of Checks Printed: 516
 Number Of Void Checks Printed: 5
 Number Of Actual Checks Printed: 511

FUND: 2124 GOB 2014 S 2015

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
PINNER CONSTRUCTION C V6412130	6165	6165	28,088.48	28,088.48	00130789
				*** CHECK GAP ***	
PINNER CONSTRUCTION C V6412130	6165	6165	34,829.63	34,829.63	00130916
				*** CHECK GAP ***	
INSPECTION RESOURCES V6412038	6250	6250	7,480.00	7,480.00	00130994
				*** CHECK GAP ***	
CUMMING CONSTRUCTION V6411922	6273	6273	52,480.00	52,480.00	00131043

TOTAL FOR FUND: 2124 GOB 2014 S 2015 122,878.11

Object	Object Total
6165	62,918.11
6250	7,480.00
6273	52,480.00

TOTAL FOR FUND: 2124 GOB 2014 S 2015 122,878.11

Total Number Of Checks Printed: 4
 Number Of Void Checks Printed: 0
 Number Of Actual Checks Printed: 4

FUND: 2525 CAPITAL FAC

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
PUBLIC ECONOMICS INC	V6403787	5810	42.00	42.00	C0130783

*** CHECK GAP ***

TOTAL FOR FUND: 2525 CAPITAL FAC 42.00

Object	Object Total
5810	42.00
TOTAL FOR FUND: 2525 CAPITAL FAC	42.00

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

FUND: 2545 CAP FAC AGENCY

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
CUMMING CONSTRUCTION	V6411922	6273	3,325.00	3,325.00	00131044
SEHI COMPUTER PRODUCT	V6404221	4410	3,680.00	3,680.00	00131045
TOTAL FOR FUND: 2545 CAP FAC AGENCY			7,005.00		

*** CHECK GAP ***

Object	Object Total
4410	3,680.00
6273	3,325.00
TOTAL FOR FUND: 2545 CAP FAC AGENCY	7,005.00

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

FUND: 6768 INS-WCI

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
AUHSD	V6400400	5890	1,910.82	1,910.82	00130784
*** CHECK GAP ***					
DEPARTMENT OF INDUSTR	V6409924	5811	63,027.79	63,027.79	00131095
*** CHECK GAP ***					
TOTAL FOR FUND: 6768 INS-WCI			64,938.61		

Object	Object Total
5811	63,027.79
5890	1,910.82
TOTAL FOR FUND: 6768 INS-WCI	64,938.61

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

FUND: 6769 INS - H&W

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
METLIFE	V6408692	5462	21,679.60	21,679.60	00130748
				*** CHECK GAP ***	
AUHSD	V6400400	5891	498,336.35	498,336.35	00130790
REVOLVING CASH FUND	V6405190	5899	2,700.00	2,700.00	00130791
				*** CHECK GAP ***	
EXPRESS SCRIPTS INC.	V6410974	5895	175,881.09	175,881.09	00130968
GALLAGHER BENEFIT SER	V6408675	5812	11,000.00	11,000.00	00130969
				*** CHECK GAP ***	
BENISTAR HARTFORD	V6410980	5466	82,189.19	82,189.19	00130976
				*** CHECK GAP ***	
AUHSD	V6400400	5891	777,421.39	777,421.39	00131046
PINNACLE CLAIMS MANAG	V6409946	5812	145,138.41	145,138.41	00131047
				*** CHECK GAP ***	
ANTHEM BLUE CROSS	V6409810	5461	1,580,159.03	1,580,159.03	00131096
DELTA DENTAL INSURANC	V6411391	5465	10,362.04	10,362.04	00131097
EXPRESS SCRIPTS INC.	V6410974	5895	102,193.50	102,193.50	00131098
VISION SERVICE PLAN	V6404956	5464	53,349.03	53,349.03	00131099
				*** CHECK GAP ***	
EXPRESS SCRIPTS INC.	V6410974	5895	122,348.78	122,348.78	00131246

TOTAL FOR FUND: 6769 INS - H&W 3,582,758.41

FUND: 6769 INS - H&W

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
		Object Total			
		5461	1,580,159.03		
		5462	21,679.60		
		5464	53,349.03		
		5465	10,362.04		
		5466	82,189.19		
		5812	156,138.41		
		5891	1,275,757.74		
		5895	400,423.37		
		5899	2,700.00		
TOTAL FOR FUND: 6769 INS - H&W			3,582,758.41		

Total Number Of Checks Printed: 13
 Number Of Void Checks Printed: 0
 Number Of Actual Checks Printed: 13

**ANAHEIM UNION HIGH SCHOOL DISTRICT
ASB SUMMARY OF CASH BALANCES
DECEMBER 2015**

School Name	Prior Month Total	Current Month			Total
		Checking	Petty Cash / Change Fund	Savings	
Anaheim	322,219.99	264,266.62	1,000.00	43,699.16	308,965.78
Western	293,520.45	190,629.54	275.00	120,066.38	310,970.92
Magnolia	110,275.93	117,877.17	700.00	-	118,577.17
Savanna	98,510.03	69,722.55	-	19,228.30	88,950.85
Loara	183,943.36	101,549.48	800.00	66,248.95	168,598.43
Katella	126,406.73	133,177.16	2,100.00	-	135,277.16
Kennedy	437,437.60	407,949.17	1,300.00	-	409,249.17
Cypress	673,892.76	620,356.22	1,700.00	50,395.04	672,451.26
Brookhurst	53,767.51	46,281.42	-	-	46,281.42
Orangeview	50,652.86	53,026.01	100.00	-	53,126.01
Walker	130,030.57	117,334.16	-	-	117,334.16
Dale	83,374.56	65,729.74	-	-	65,729.74
Sycamore	30,836.45	28,797.86	-	-	28,797.86
Ball	32,864.38	29,618.95	-	-	29,618.95
South	73,111.03	71,881.69	-	-	71,881.69
Oxford	525,544.73	518,863.83	-	-	518,863.83
Lexington	55,639.67	58,605.24	-	-	58,605.24
Hope	70,816.01	71,152.03	-	-	71,152.03
Gilbert	34,972.33	35,304.50	-	-	35,304.50
Total	3,387,816.95	3,002,123.34	7,975.00	299,637.83	3,309,736.17

Anaheim Union High School District
Cafeteria Fund
Financial Statements
November 2015

Balance Sheet
Anaheim School Dist/Food Services
11/30/2015

Asset	Assets	
CASH		
9120	Cash-Checking	\$6,184,379.18
9122	Change Fund	\$14,380.00
9123	Petty Cash	\$50.00
Total CASH		\$6,198,809.18
RECEIVABLE		
9210	A/R - Current	\$84,195.50
9280	A/R - State	\$298,907.66
9290	A/R - Federal	\$3,736,886.61
Total RECEIVABLE		\$4,119,989.77
INVENTORIES		
9321	Warehouse Food	\$59,554.97
9322	Warehouse Commodity	\$13,929.04
9323	Warehouse Supplies	\$36,663.16
9326	School Food	\$42,291.18
9327	School Commodity	\$8,078.93
9328	School Supplies	\$13,392.35
Total INVENTORIES		\$173,909.63
Total Asset		\$10,492,708.58
<hr/>		
Liability		
Liabilities and Fund Balance		
LIABILITIES		
9510	A/P - Current	\$2,029,175.89
9530	A/P - Accrued. Vacation	\$49,716.00
9580	Sales Tax Liability	\$4,161.68
9599	Purchases Clearing	\$0.00
9650	Deferred Revenue	\$73,528.42
9780	Reserve/Central Kitchen	\$5,000,000.00
Total LIABILITIES		\$7,156,581.99
Total Liability		\$7,156,581.99
<hr/>		
Fund Balance		
FUND BALANCE		
9798	Fund Balance	\$3,779,539.80
Total FUND BALANCE		\$3,779,539.80
Total Fund Balance		\$3,779,539.80
Current Year Profit (Loss)		(\$443,413.22)
Total Liabilities and Fund Balance		\$10,492,708.57

Accounting Period equals 5 - 2016

Statement of Revenues and Expenses

Anaheim School Dist/Food Services

	Period Ending 11/30/2015				Period ending 11/30/2014			
	Monthly	%	YTD	%	Monthly	%	YTD	%
Revenue								
Local Revenue								
8621	\$27,458.75	1.42 %	\$122,817.75	1.39 %	\$16,588.00	1.02 %	\$88,101.75	1.12 %
Elementary - Lunch								
8632	\$5,638.50	0.29 %	\$24,794.00	0.28 %	\$4,154.50	0.26 %	\$16,973.25	0.22 %
High School - Breakfast								
8633	\$51,798.50	2.69 %	\$250,914.75	2.85 %	\$37,205.75	2.29 %	\$179,496.50	2.29 %
High School - Lunch								
8635	\$116,602.53	6.05 %	\$584,385.14	6.63 %	\$108,637.95	6.68 %	\$574,509.39	7.33 %
A La Carte Sales								
8636	\$151.77	0.01 %	\$831.05	0.01 %	\$9.25	0.00 %	\$107.31	0.00 %
Adult Rev. - Breakfast								
8637	\$5,385.88	0.28 %	\$23,378.92	0.27 %	\$4,192.39	0.26 %	\$19,248.45	0.25 %
Adult Rev. - Lunch								
Local Revenue	\$207,035.93	10.74 %	\$1,007,121.61	11.43 %	\$170,787.84	10.50 %	\$878,436.65	11.21 %
Federal Reimbursements								
8200	\$327,201.07	16.98 %	\$1,422,409.43	16.14 %	\$273,895.85	16.84 %	\$1,251,370.27	15.97 %
Fed. Meal Rev.-Breakfast								
8220	\$1,201,571.26	62.34 %	\$5,537,080.32	62.84 %	\$1,008,831.52	62.03 %	\$4,815,227.54	61.44 %
Fed. Meal Rev.-Lunch								
8290	\$41,547.24	2.16 %	\$175,774.20	1.99 %	\$35,783.98	2.20 %	\$169,883.50	2.17 %
Misc Fed Rev.-Snack								
Federal Reimbursements	\$1,570,319.57	81.47 %	\$7,135,263.95	80.98 %	\$1,318,511.35	81.07 %	\$6,236,481.31	79.58 %
State Reimbursements								
8500	\$37,932.95	1.97 %	\$164,586.97	1.87 %	\$32,354.36	1.99 %	\$167,709.89	2.14 %
St. Meal Rev.-Breakfast								
8520	\$87,727.16	4.55 %	\$404,080.73	4.59 %	\$74,950.10	4.61 %	\$404,623.65	5.16 %
St. Meal Rev.-Lunch								
State Reimbursements	\$125,660.11	6.52 %	\$568,667.70	6.45 %	\$107,304.46	6.60 %	\$572,333.54	7.30 %
Other Revenue								
8638	(\$823.67)	-0.04 %	(\$5,653.58)	-0.06 %	(\$1,723.67)	-0.11 %	(\$4,434.96)	-0.06 %
Cash Over & Short								
8689	\$0.00	0.00 %	\$0.00	0.00 %	\$29,683.00	1.83 %	\$115,999.00	1.48 %
Misc Fees/Contract								
8699	\$25,343.97	1.31 %	\$106,085.76	1.20 %	\$1,901.75	0.12 %	\$38,355.33	0.49 %
Spec Activity/Cater								
Other Revenue	\$24,520.30	1.27 %	\$100,432.18	1.14 %	\$29,861.08	1.84 %	\$149,919.37	1.91 %
Total Revenue	\$1,927,535.91	100.00 %	\$8,811,485.44	100.00 %	\$1,626,464.73	100.00 %	\$7,837,170.87	100.00 %
Expense								
Food Purchases & Govmnt								
4700	\$754,979.64	39.17 %	\$3,469,966.06	39.38 %	\$625,346.30	38.45 %	\$3,112,989.23	39.72 %
Food Purchases								
Food Purchases & Govmnt	\$754,979.64	39.17 %	\$3,469,966.06	39.38 %	\$625,346.30	38.45 %	\$3,112,989.23	39.72 %
Supplies								
4300	\$91,535.36	4.75 %	\$431,883.82	4.90 %	\$57,845.67	3.56 %	\$316,254.85	4.04 %
Materials & Supplies								
4400	\$0.00	0.00 %	\$9,121.90	0.10 %	\$0.00	0.00 %	\$0.00	0.00 %
Noncapitalized Equipment								
4790	\$59.17	0.00 %	\$10,554.04	0.12 %	(\$5,856.93)	-0.36 %	\$8,033.86	0.10 %
Supplies (Food)								
Supplies	\$91,594.53	4.75 %	\$451,559.76	5.12 %	\$51,988.74	3.20 %	\$324,288.71	4.14 %
Salaries								

Statement of Revenues and Expenses

Anaheim School Dist/Food Services

Expense	Period Ending 11/30/2015				Period ending 11/30/2014			
	Monthly	%	YTD	%	Monthly	%	YTD	%
Salaries								
2200	\$743,700.71	38.58 %	\$2,927,348.29	33.22 %	\$698,437.72	42.94 %	\$2,315,308.61	29.54 %
Classified Salaries								
2300	\$38,633.30	2.00 %	\$192,302.50	2.18 %	\$38,104.62	2.34 %	\$189,710.10	2.42 %
Class.Sup/Admin Salaries								
2400	\$30,290.62	1.57 %	\$163,101.96	1.85 %	\$32,194.46	1.98 %	\$153,957.53	1.96 %
Clerical/Office Salaries								
2550	\$12,429.00	0.64 %	\$49,716.00	0.56 %	\$12,429.00	0.76 %	\$37,287.00	0.48 %
Food Service Vacation Pay								
Salaries	\$825,053.63	42.80 %	\$3,332,468.75	37.82 %	\$781,165.80	48.03 %	\$2,696,263.24	34.40 %
Benefits								
3202	\$73,269.61	3.80 %	\$306,322.16	3.48 %	\$68,501.50	4.21 %	\$246,658.65	3.15 %
PERS, Classified Position								
3302	\$61,549.36	3.19 %	\$251,094.16	2.85 %	\$58,008.06	3.57 %	\$202,239.73	2.58 %
OASD/MED/Classified Position								
3402	\$183,450.99	9.52 %	\$902,014.75	10.24 %	\$171,664.50	10.55 %	\$845,004.81	10.78 %
Hlth/Welfare, Classified								
3502	\$412.21	0.02 %	\$1,662.23	0.02 %	\$384.58	0.02 %	\$1,328.76	0.02 %
SUI, Classified Position								
3602	\$18,968.33	0.98 %	\$76,445.91	0.87 %	\$16,871.84	1.04 %	\$58,259.24	0.74 %
Workers Comp, Classified								
Benefits	\$337,650.50	17.52 %	\$1,537,539.21	17.45 %	\$315,430.48	19.39 %	\$1,353,491.19	17.27 %
Other Expenses								
5200	\$1,410.05	0.07 %	\$7,764.83	0.09 %	\$8,055.46	0.50 %	\$12,707.88	0.16 %
Travel & Conference								
5500	\$1,400.67	0.07 %	\$65,893.53	0.75 %	\$8,908.00	0.55 %	\$40,808.45	0.52 %
Operation & Housekeeping								
5600	\$9,055.33	0.47 %	\$101,690.98	1.15 %	\$31,059.25	1.91 %	\$186,584.21	2.38 %
Rental/Lease/Repair								
5650	\$0.00	0.00 %	\$60.00	0.00 %	\$171.75	0.01 %	\$251.75	0.00 %
Bank Fees								
5800	\$11,850.00	0.61 %	\$11,850.00	0.13 %	\$0.00	0.00 %	\$0.00	0.00 %
Prof. Consult Service								
5900	\$0.00	0.00 %	\$16,991.61	0.19 %	\$1,149.00	0.07 %	\$13,231.72	0.17 %
Fax, Pager, Postage								
6400	\$16,902.84	0.88 %	\$119,463.31	1.36 %	\$11,659.60	0.72 %	\$95,943.46	1.22 %
Equipment less \$5000								
Other Expenses	\$40,618.89	2.11 %	\$323,714.26	3.67 %	\$61,003.06	3.75 %	\$349,527.47	4.46 %
Capital Outlay								
6500	\$9,504.00	0.49 %	\$139,650.62	1.58 %	\$71,518.88	4.40 %	\$684,604.26	8.74 %
Equipment-RPmore\$5000								
Capital Outlay	\$9,504.00	0.49 %	\$139,650.62	1.58 %	\$71,518.88	4.40 %	\$684,604.26	8.74 %
Total Expense	\$2,059,401.19	106.84 %	\$9,254,898.66	105.03 %	\$1,906,453.26	117.21 %	\$8,521,164.10	108.73 %
Net Profit (Loss)	(\$131,865.28)	-6.84 %	(\$443,413.22)	-5.03 %	(\$279,988.53)	-17.21 %	(\$683,993.23)	-8.73 %

Accounting Period equals 5 - 2016 and the Prior Accounting Period is equal to Accounting Period equals 5 - 2015

ANAHEIM UNION HIGH SCHOOL DISTRICT
 Business Division
2015/16 MONTHLY ENROLLMENT REPORT

MONTH 5
 11/30/15 - 12/18/15

SCHOOL	REGULAR DAY						SUBTOTAL	HOSP/HM	SP ED	TOTAL STUDENTS
	9th	10th	11th	12th	SUBTOTAL					
Anaheim	752	786	745	614	2,897	1	93	2,991		
Cypress	683	691	624	629	2,627	1	79	2,707		
Katella	671	704	598	500	2,473	4	144	2,621		
Kennedy	653	614	599	471	2,337	-	81	2,418		
Loara	548	556	532	510	2,146	3	129	2,278		
Magnolia	408	452	425	366	1,651	-	127	1,778		
Oxford	211	204	188	184	787	-	-	787		
Savanna	523	530	435	450	1,938	1	61	2,000		
Western	514	504	474	420	1,912	-	77	1,989		
Total Comprehensive	4,963	5,041	4,620	4,144	18,768	10	791	19,569		
Independent Learning Center	1	2	21	197	221	-	-	221		
Gilbert High School	2	20	173	425	620	1	101	722		
Polaris High School	10	35	69	101	215	-	-	215		
Special Education Transition Program	-	-	-	-	-	-	133	133		
Total Alternative Ed	13	57	263	723	1,056	1	234	1,291		
Hope	-	-	-	-	-	-	222	222		
Total Senior High Schools	4,976	5,098	4,883	4,867	19,824	11	1,247	21,082		

SCHOOL	REGULAR DAY			SUBTOTAL	HOSP/HM	SP ED	TOTAL STUDENTS
	7th	8th	9th				
Ball	499	480	979	1	52	1,032	
Brookhurst	523	521	1,044	1	56	1,101	
Dale	580	550	1,130	-	63	1,193	
Lexington	696	632	1,328	-	26	1,354	
Orangeview	393	425	818	-	37	855	
Oxford	208	210	418	-	-	418	
South	765	718	1,483	1	68	1,552	
Sycamore	679	667	1,346	2	67	1,415	
Walker	534	546	1,080	-	28	1,108	
Total Comprehensive	4,877	4,749	9,626	5	397	10,028	
Polaris High School	-	7	7	-	-	7	
Total Alternative Ed	-	7	7	-	-	7	
Total Junior High Schools	4,877	4,756	9,633	5	397	10,035	

DISTRICT TOTAL **31,117**

ANAHEIM UNION HIGH SCHOOL DISTRICT

Business Division
2015/16 MONTHLY ENROLLMENT REPORT

**GROWTH vs. DECLINE - MONTH to MONTH COMPARISON
Month 5**

HIGH SCHOOL	Month 4	Month 5	Growth v. (Decline)
Anaheim	3,016	2,991	(25)
Cypress	2,712	2,707	(5)
Katella	2,627	2,621	(6)
Kennedy	2,427	2,418	(9)
Loara	2,285	2,278	(7)
Magnolia	1,777	1,778	1
Oxford	787	787	-
Savanna	2,009	2,000	(9)
Western	1,996	1,989	(7)
Total Senior High	19,636	19,569	(67)

JUNIOR HIGH SCHOOL	Month 4	Month 5	Growth v. (Decline)
Ball	1,028	1,032	4
Brookhurst	1,102	1,101	(1)
Dale	1,192	1,193	1
Lexington	1,355	1,354	(1)
Orangeview	865	855	(10)
Oxford	418	418	-
South	1,561	1,552	(9)
Sycamore	1,418	1,415	(3)
Walker	1,112	1,108	(4)
Total Junior High	10,051	10,028	(23)

Total Comprehensive Schools	29,687	29,597	(90)
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Alternative Education	Month 4	Month 5	Growth v. (Decline)
Independent Learning Center	218	221	3
Gilbert High School	740	722	(18)
Hope School	231	222	(9)
Polaris High School	228	222	(6)
Special Education Transition Program	138	133	(5)
Total Alternative Ed.	1,555	1,520	(35)

District Total	31,242	31,117	(125)
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EVERY 15 MINUTES

A. INTRODUCTION

1. Contractor agrees to implement the *Every 15 Minutes* program, a two-day program focusing on teenagers challenging them to think about drinking, driving, personal safety, and the responsibility of making mature decisions and the impact their decisions have on family, friends, and many others.
2. This contract may be terminated prior to the expiration date by either party upon thirty (30) days prior written notice. If at any time the Contractor should cease to perform the services specified herein, the contract is deemed to be terminated. No penalty shall accrue to either party because of contract termination. All work performed pursuant to the contract and prior to the date of termination may be claimed for reimbursement.

B. PROCEDURES

1. Contractor agrees to follow the standard outline of the *Every 15 Minutes* program, as laid out in the *Every 15 Minutes* Procedural Manual, and work in cooperation with the assigned representative from the local California Highway Patrol Office (normally the Public Information Officer), in order to maintain the integrity and consistency of the program. The *Every 15 Minutes* Procedural Manual, as well as other important documents and information regarding the *Every 15 Minutes* program can be located at <http://www.chp.ca.gov>.
2. Contractor shall provide a copy of this contract to the program coordinator in order to ensure the terms and conditions of this contract are met.
3. A representative from the California Highway Patrol will attempt to attend each planning meeting (student, parent, and core group committee). In addition, a representative from the California Highway Patrol will attempt to be present to assist the day of the crash, chaperone the retreat(s), and attend the Day 2 assembly.
4. The Contractor shall assign no less than two students of the high school student body to program committees for participation in the organization and planning of the *Every 15 Minutes* program at the subject school.

C. TERMS AND CONDITIONS

1. Contractor agrees to maintain all records and other evidence pertaining to costs incurred and work performed thereunder, and shall make them available at the Contractor's California office during the contract period and thereafter for a period of three years from the date of receipt of final payment of federal funds.

2. The federal awarding agency reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for federal government purposes: (a) The copyright in any work developed under a grant, sub grant, or contract under a grant or sub grant; and (b) Any rights of copyright to which a grantee, sub grantee or a contractor purchases ownership with grant support.
3. Contractor shall not assign or transfer interest in this contract without the prior written approval from the California Highway Patrol and the Office of Traffic Safety.
4. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid unless made in writing, signed by the parties hereto, and approved by all necessary parties.
5. The Contractor shall function as the prime contractor of this contract and shall manage the performance of any subcontractors. Contractor shall enter into subcontracts contingent upon the California Highway Patrol and Office of Traffic Safety approval. The Contractor shall be responsible for establishing and maintaining contractual agreements with and the reimbursement of each subcontractor for work performed in accordance with the terms of this contract. Replacement or substitution of any subcontractor shall not be permitted without the prior written approval of the California Highway Patrol and Office of Traffic Safety. All subcontracts entered into pursuant to this contract shall be subject to examination and audit by the Contractor, the California Highway Patrol, the Office of Traffic Safety, and/or the National Highway Traffic Safety Administration, or their designated representatives, for a minimum of three years after final payment. Each subcontract to which the California Highway Patrol and Office of Traffic Safety have consented shall contain a provision that further assignments shall not be made to any third or subsequent tier subcontractor without additional written consent of the California Highway Patrol and Office of Traffic Safety.
6. Contractor and any subcontractors agree to abide by the General Terms, Conditions, and Certifications contained in the Office of Traffic Safety Grant Program Manual, Chapter 6, Exhibit 6-A, all of which by reference herein shall be made a part of this contract. The General Terms, Conditions, and Certifications are available online at www.ots.ca.gov.

D. FUNDING

1. For the purposes of this specific contract, Contractor recognizes that funding for the Every 15 Minutes program is contingent on the California Highway Patrol receiving funding from the Office of Traffic Safety.

2. Payment shall be made from funds appropriated to the California Highway Patrol and subject to the fiscal procedures of the State of California. The maximum amount payable under this contract shall not exceed six-thousand dollars (\$6,000.00).
3. Contractor agrees to use the following standard language in all press, media, and printed materials: *"Funding for this program was provided by a grant from the California Office of Traffic Safety, through the National Highway Traffic Safety Administration."*

E. EXPENSES

1. The following is a list of allowable costs eligible for reimbursement:
 - Materials and supplies necessary to implement the Every 15 Minutes program, including but not limited to;
 - Paper, printing/reproduction of program materials and other program related items and supplies,
 - Makeup for the living dead/crash victims,
 - Blank DVDs/flash drives (only for dissemination of the program video to program participants),
 - Supplies to make headstones or obituaries,
 - Flowers for the Day 2 assembly, or "funeral,"
 - Stamps (excluding costs of overnight shipping charges).
 - Rental of sound/audio/video equipment and/or vendors necessary to produce items for the program, such as the program video or amplified sound during the crash scene and/or assembly.
 - We encourage student produced videos for the purposes of this program. School-run media classes may rent equipment needed to assist them in the production of the program video, if needed.
 - The cost for motivational/guest speakers
 - Reimbursement for motivational/guest speakers shall not exceed \$1,000 per speaker, to include all charges and services associated with speaking during the program, including travel.
 - Any speaker requesting reimbursement for travel expenses shall provide an itemized invoice listing all travel charges, and will be reimbursed at the current state rates. For a list of the current state lodging rates, please visit the Department of Human Resources website, www.calhr.ca.gov.
 - Reimbursement cannot be provided for out of state travel.
 - Lodging for the student retreat
 - Lodging will be reimbursed for Day 1 and 2 of the program only. Any lodging costs incurred outside of Day 1 and 2 of the program, by either students or program coordinators, will not be eligible for reimbursement.

- Lodging will be reimbursed at the current state rate pertaining to the retreat location, plus applicable taxes. Any costs exceeding current state lodging rates will not be reimbursed. For a list of the current state lodging rates, please visit the Department of Human Resources website, www.calhr.ca.gov.
- Transportation (buses or vans)
 - Transportation for students and adult chaperones to/from the overnight retreat.
 - Transportation will be reimbursed for Day 1 and 2 of the program only. Transportation costs incurred outside of Day 1 and 2 of the program will not be eligible for reimbursement.
- Rental of bleachers or chairs for viewing of the crash scene and/or assembly.
- Contractor agrees additional costs not listed above may be allowable upon prior written approval from the California Highway Patrol and Office of Traffic Safety. If a questionable cost may be incurred, Contractor agrees to contact the California Highway Patrol, in writing, requesting prior approval for the expenditure.

2. The following is a list of costs **not** eligible for reimbursement:

- Services
 - Costs for services rendered which are a duplication of the responsibilities of state, county, and city law enforcement, including the California Highway Patrol, the school, fire department, emergency medical responders, coroner/local mortuary, hospital, chaplains, counselors, or other community groups/ agencies as listed in the Every 15 Minutes Procedural Manual. This program is a community based effort, encouraging members of the community to volunteer time, services, and resources for the common goal of educating teenagers.
- Purchase of t-shirts, sweatshirts, shorts, costumes, or any other type of clothing for the program participants, coordinators, or outside resources/agencies.
- Printing and/or design charges on t-shirts or other clothing items.
- Purchase of sound/audio/video equipment, including, but not limited to; computers, microphones, projectors and screens, cameras/camcorders, batteries, tripods, external hard drives, phones, televisions, DVD players, ipods/ipads, etc.
- Promotional items, including, but not limited to; key chains, bags/backpacks, lanyards, bracelets, rulers, pencils/bens, balloons, banners, posters, coffee cups, bumper stickers, and stationery.

- Food.. Meals, coffee, bottled water, soda, or any other beverages, candy, donuts, snacks, or any other food items
 - Paper products including, but not limited to, plates, utensils, cups, tablecloths, or other paper products.
 - Flash bang devices.
 - Fatal Vision goggles.
 - Permits costs for street closures.
 - Salary and/or overtime (i.e.; substitute teacher(s), bus drivers, personnel at allied agencies, etc.).
 - Insurance fees, including costs incurred for supplemental insurance policies or facility rental insurance.
 - Parking fees, including charges for parking permits, tolls, or bridges.
 - Entertainment. Costs of amusement, social activities, and any costs directly associated with such activities (i.e.: tickets to shows or sporting events, meals, lodging, rentals, transportation, and gratuities).
 - Toys and/or games.
 - Program Advertising. Costs of billboard space, radio/television air time, and newspaper/magazine advertisement (including articles/ads of appreciation to supporters of the program) for program-related messages and activities.
 - Cost of overnight or courier mail service.
 - Contributions and donations, including cash, property, and services to others, regardless of the recipient.
 - Cost of fund-raising, including financial campaigns, solicitation of gifts, and similar expenses incurred to raise capital (such as selling the E15M program video) or obtaining contributions.
 - Scholarships.
 - Contest prizes and/or gifts (i.e., cash and/or gift certificates).
3. Only the costs as specified herein, are authorized for reimbursement by the California Highway Patrol to Contractor under this contract. Any other costs incurred by Contractor in the performance of this contract are the sole responsibility of the Contractor.

4. All items to be purchased under this contract are considered expendable and title to the items are vested to the local agency. No inventory controls are required except reporting of what was actually purchased. No non-expendable items, defined as having a unit cost of \$5,000 or more, are authorized for purchase under this contract.
5. Please note, if Contractor accepts monetary donations from Department of Alcoholic Beverage Control licensed establishments, liquor wholesalers, distributors, or manufacturers, NO display of alcoholic beverage brand logos or other brand identification is permitted.

F. REIMBURSEMENT

1. Contractor shall furnish a final report package to the California Highway Patrol within thirty (30) days after completion of the Every 15 Minutes program. If the reimbursement package is not submitted as stated above, the agreement may be cancelled and any request for reimbursement may be denied.
2. Contractor understands in order to be eligible for reimbursement, costs incurred and claimed must be necessary and reasonable for proper implementation of the program, be incurred after the effective date of the contract and on or before the contract termination date, and cannot result in a profit or other increment to contracting agency.
3. Payment of approved reimbursable costs shall be on a one-time basis in arrears. Payment to the Contractor shall be made within 45 days of the California Highway Patrol's approval of invoices, however, no late payment or interest penalties are applicable to payments not made within this time period.
4. The reimbursement package shall consist of all the following items. The reimbursement package will be considered incomplete if all of the below documents and materials are not submitted.
 - A cover letter on Contractor's official letterhead.
 - A written, final report by the Contractor consisting of a general overview of the program, from planning stages through debriefing, and a final conclusion.
 - Agency Contract Claim for Reimbursement (see page 8 of this contract).
 - A copy of all invoices/receipts being claimed for reimbursement (if size of a receipt is less than 8-1/2" x 11", affix receipt to an 8-1/2" x 11" paper with clear tape).
 - Additional materials including, but not limited to:
 - copy of the program video (online link to the video will not be accepted),
 - the Day 2 assembly program;

- copies of the programs' operational plan, letters to parents/students/community, press releases, etc.,
 - copies of any newspaper or online articles that were published,
 - pictures
 - any additional materials you would like to include that highlight your program
5. The reimbursement packet will be considered incomplete if all requested documents and materials are not submitted concurrently. Contractor understands untimely submission of reimbursement claims may result in loss or reduction of grant funding.
 6. The California Highway Patrol may delete from Contractor's invoice any amount claimed by Contractor if the Department determines the expense to be inappropriate or excessive, or violates any other provisions of the contract.
 7. Contractor agrees to refund to the California Highway Patrol any amounts claimed for reimbursement and paid to Contractor that are later disallowed by the California Highway Patrol, or other official auditor, after audit or inspection of records maintained by the Contractor.
 8. All invoices and correspondence are to be mailed in accordance with the applicable instructions. Costs incidental to the report's preparation or delivery that are incurred subsequent to the termination date of the contract are not allowable.

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

EDUCATIONAL CONSULTING AGREEMENT

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

18th	day of	February	2016
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by and between

Hissho Inc.

Independent Contractor, hereinafter referred to as "Consultant" and the Anaheim Union High School District, hereinafter referred to as "District."

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

WHEREAS such services and advice are not available at no cost from public agencies;

and

WHEREAS Consultant is specially trained, experienced, and competent to provide the special services and advice required; and

WHEREAS such services are needed on a limited basis.

NOW, THEREFORE, the parties hereto agree as follows:

1. Services to be provided by Consultant:

Victor J. DeNoble, Ph.D. of Hissho, Inc. will conduct two (2) assembly sessions at junior high school sites and up to three (3) assembly sessions at high school sites. He will inform students on his laboratory experience within the Phillip Morris Tobacco Research Center as a backdrop to skillfully pull together the science, history, and biology of nicotine addiction. His presentation enhances the TUPE curriculum and provides students with real world experiences and information related to overall goals of the Tobacco-Use Prevention Education (TUPE) program.

Site/School:	2016 3/23 - South JHS (2 presentations) 3/24 - Walker JHS (2 presentations) 4/1 - Ball JHS (2 presentations) 4/20 - Sycamore JHS (2 presentations) 5/4 - Savanna HS (3 presentations) 5/5 - Lexington JHS (2 presentations) 5/6 - Oxford Academy (3 presentations) 5/11 - Cypress HS (3 presentations)	Funds (Cost Center):	TUPE Grant 4895
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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:	March 23, 2016
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and shall diligently perform as specified and complete performance by:

Date:	May 11, 2016
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Consultant shall perform said services as an independent contractor and not as an employee of the District. Consultant shall be under the control of the District as to the result to be accomplished and not as to the means or manner by which such result is to be accomplished.

4. District shall prepare and furnish the following information to Consultant, upon request, such information as is reasonably necessary to the performance of Consultant to this AGREEMENT:

Student Support Services will provide consultant with current TUPE information.

5. District shall pay Consultant the maximum amount of

\$10,450

for services rendered

to # of people:	1,535 – South JHS 1,114 – Walker JHS 1,007 – Bal JHS 1,466 – Sycamore JHS 2,028 – Savanna HS 1,362 – Lexington JHS 1,213 – Oxford Acad. 2,728 – Cypress HS In addition to an unknown number of site teachers and staff participants.	# hours per day:	2.0 to 4.0	# of days:	8
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pursuant to this AGREEMENT. Payment shall be made 15 to 30 days after receipt of invoice. Consultant shall submit an invoice to District 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 of these presentations, students will gain: (1) insider's view into the tobacco industry's suppression of nicotine research; (2) the health effects of nicotine addiction; (3) become aware of the latest marketing products by tobacco companies, such as electronic cigarettes; and (4) information to make

better decisions when it comes to smoking and cessation.

12. What are the technical reasons Consultant is being hired as an Independent Contractor rather than an employee?

Victor J. DeNoble, Ph.D. of Hissho, Inc has decades of research and experience addressing nicotine addiction and its health effects on the human brain. He has years of experience presenting to students and general populations; and has worked with the Orange County Department of Education (OCDE).

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

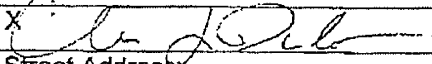
The District will provide audio visual equipment for the PowerPoint presentation.

**COMMON-LAW FACTORS
(IRS Revenue Rule 87-41)**

Mark all items that are true for the intended Consultant (if completing on-line, double click the box to mark):

- No Instructions:** The consultant will not be required to follow explicit instructions to accomplish the job.
- No Training:** The consultant will not receive training provided by the employer. The consultant will use independent methods to accomplish the work.
- Work Not Essential to the Employer:** The employer's success or continuation does not depend on the services of the consultant.
- Right to Hire Others:** The consultant is being hired to provide a result and will have the right to hire others for actual work, unless otherwise noted.
- Control of Assistants:** Assistants hired at consultant's discretion; consultant responsible for hiring, supervising, paying of assistants.
- Not a Continuing Relationship:** If frequent, will be at irregular intervals, on call, or whenever work is available.
- Own Work Hours:** Consultant will establish work hours for the job.
- Time to Pursue Other Work:** Since specific hours are not required, consultant may work for other employers simultaneously, unless otherwise noted.
- Job Location:** Consultant controls job location, under district discretion, whether on employer's site or not.
- Order of Work:** Consultant, rather than employer, determines order or sequence of steps in performance of work.
- No Interim Reports:** Only specific pre-determined reports defined in the consulting agreement.
- Basis of Payment:** Consultant paid for services rendered, if applicable (see Agreement #4); total compensation set in advance of starting the job.
- Business Expenses:** Consultant is responsible for incidental or special business expenses.
- Tools and Equipment:** Consultant furnishes the identified tools and equipment needed for the job.
- Significant Investment:** Consultant can perform services without using the employer's facilities. Consultant's investment in own trade is real, essential, and adequate.
- Possible Profit or Loss:** Consultant does these (check valid items):
 - Hires, directs, pays assistants
 - Has equipment, facilities
 - Has a continuing and recurring liability
 - Performs specific jobs for prices agreed-upon in advance
 - Lists services in Business Directory
 - Other (explain) _____
- Work for Multiple Employers:** Consultant may perform services for more than one employer simultaneously, unless otherwise noted.
- Services Available to the General Public** (check valid items):
 - Maintains an office
 - Business license
 - Business signs
 - Advertises services
 - Lists services in Business Directory
 - Other (explain) _____
- Limited Right to Discharge:** Consultant not subject to termination as long as contract specifications are met, unless otherwise noted (see Agreement #5 and #11).
- No Compensation for Non-Completion:** Responsible for satisfactory completion of job; no compensation for non-completion.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed:

CONSULTANT:	DISTRICT:
Typed Name of consultant (same as page 1):	
Hissho, Inc	Anaheim Union High School District
Typed Name/Title of Authorized Signatory:	
Victor J. DeNoble, Ph.D.	Jaron Fried
Authorized Signature:	
Signature of Assistant Superintendent:	
X 	X
Street Address:	
7745 Briza Placida	501 Crescent Way, P.O. Box 3520
City, State, Zip Code	
San Diego, CA 92127	Anaheim, CA 92803-3520
Date:	
January 14, 2016	

Mark Appropriately:

Independent/Sole Proprietor:	
Corporation:	X
Partnership:	
Other/Specify:	

Social Security Number* or Federal Identification Number*

	# <u>51-035-5731</u>
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*Or, initial below:

X	I have completed a new IRS Form W-9 that will be submitted directly to AUHSD Accounting.
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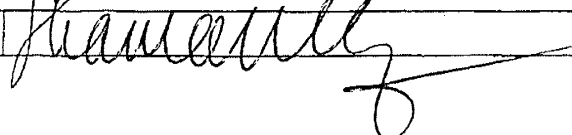
Telephone Number: E-mail Address:

302-377-8157	hissoinc@aol.com
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If a company/corporation is being approved, the signature must be that of a responsible person. Typed company/corporation/individual's name must be identical to that on page 1.

PRINCIPAL/DISTRICT ADMINISTRATOR:

Signature of Principal or District Administrator (sign prior to submitting to District indicating review and approval):

Signature: 	Date: 1/14/16
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1 AGREEMENT NUMBER 42500

2 AGREEMENT FOR PROVISION OF
3 ORANGE COUNTY FRIDAY NIGHT LIVE PARTNERSHIP SERVICES
4 BETWEEN
5 ORANGE COUNTY SUPERINTENDENT OF SCHOOLS
6 AND
7 ANAHEIM UNION HIGH SCHOOL DISTRICT
8 FISCAL YEAR 2015-2016

9 This AGREEMENT, entered into this 1st day of March, 2016, which
10 date is enumerated for purposes of reference only, is by and between
11 Orange County Superintendent of Schools, 200 Kalmus Drive, Costa Mesa,
12 California 92626, hereinafter referred to as "SUPERINTENDENT", and
13 Anaheim Union High School District, 501 Crescent Way, Anaheim,
14 California 92803, hereinafter referred to as "DISTRICT".

15 WITNESSETH:

16 WHEREAS, SUPERINTENDENT has entered into an AGREEMENT with the
17 COUNTY OF ORANGE, hereinafter referred to as "COUNTY", to offer Orange
18 County Friday Night Partnership services to the residents of Orange
19 County; and

20 WHEREAS, SUPERINTENDENT is desirous of contracting with DISTRICT
21 for the provision of Orange County Friday Night Live Partnership
22 advisor stipends in order to comply with the Agreement with COUNTY to
23 provide comprehensive primary prevention programs to the residents of
24 Orange County; and

25 WHEREAS, DISTRICT is specially trained, experienced and
competent to perform the services required, and is agreeable to the
rendering of such services according to the terms and conditions
hereinafter set forth.

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

1 1.0 SCOPE OF WORK. SUPERINTENDENT hereby engages DISTRICT as an
2 independent contractor to provide the services as described in the
3 "2015-2016 Participation & Stipend Requirements for School-Based
4 Chapters", which is attached hereto as Exhibit "A" and incorporated
5 herein by this reference. SUPERINTENDENT shall provide advisor
6 stipends to the designated Orange County Friday Night Live chapter
7 advisor(s) at Brookhurst Junior High School, Gilbert High School,
8 Kennedy High School, Magnolia High School, Savanna High School and
9 South Junior High School. DISTRICT hereby agrees to perform said work
10 upon the terms and conditions hereinafter set forth for the School &
11 Community Services Program.

12 2.0 TERM. DISTRICT shall commence providing services under this
13 AGREEMENT on March 1, 2016 and will diligently perform as required and
14 complete performance by June 30, 2016, subject to termination as set
15 forth in this AGREEMENT.

16 3.0 PAYMENT.

17 A. SUPERINTENDENT agrees to pay DISTRICT for services
18 satisfactorily rendered pursuant to Section 1.0 of this AGREEMENT the
19 total sum not to exceed Six thousand dollars (\$6,000.00).

20 **Reimbursement for Advisor Stipends shall be made at the maximum rate**
21 **of One thousand dollars (\$1,000.00) for each eligible school chapter.**

22 **Verification and completion of all activities by June 1, 2016, is**
23 **required to receive full stipend.** Payment to DISTRICT shall be made
24 upon satisfactory performance of activities identified in Section 1.0
25 of this AGREEMENT, satisfactory completion of reporting requirements,
and receipt and approval of an itemized invoice. Payment shall be

1 mailed to: Anaheim Union High School District, 501 Crescent Way,
2 Anaheim, California 92803, or at such other place as DISTRICT may
3 designate in writing. Payment shall be made within thirty (30) days
4 from receipt of an accurate invoice from DISTRICT.

5 B. DISTRICT shall not claim reimbursement for food, equipment
6 purchases, or services provided beyond the expiration and/or
7 termination of this AGREEMENT, except as may otherwise be provided
8 under this AGREEMENT.

9 C. SUPERINTENDENT may withhold or delay any payment should
10 DISTRICT fail to comply with any of the provisions set forth in this
11 AGREEMENT.

12 D. The obligation of SUPERINTENDENT under this AGREEMENT is
13 contingent upon the availability of funds furnished by the State of
14 California. In the event that such funding is terminated or reduced,
15 this AGREEMENT may be terminated, and SUPERINTENDENT'S fiscal
16 obligations hereunder shall be limited to the amount owed to DISTRICT
17 for services thus far performed at the time notice is given to
18 DISTRICT. SUPERINTENDENT shall provide DISTRICT written notification
19 of such termination. Notice shall be deemed given when received by
20 the DISTRICT or no later than three (3) days after the day of mailing,
21 whichever is sooner.

22 4.0 EXPENSES. SUPERINTENDENT shall not be liable to DISTRICT for
23 any costs or expenses paid or incurred by DISTRICT in performing
24 services for SUPERINTENDENT, except as follows: N/A.

25 5.0 INDEPENDENT CONTRACTOR. DISTRICT, in the performance of this
AGREEMENT, shall be and act as an independent contractor. DISTRICT

1 understands and agrees that he/she and all of his/her employees shall
2 not be considered officers, employees or agents of the SUPERINTENDENT,
3 and are not entitled to benefits of any kind or nature normally
4 provided employees of the SUPERINTENDENT and/or to which
5 SUPERINTENDENT'S employees are normally entitled, including, but not
6 limited to, State Unemployment Compensation or Workers' Compensation.
7 DISTRICT assumes the full responsibility for the acts and/or omissions
8 of his/her employees or agents as they relate to the services to be
9 provided under this AGREEMENT. DISTRICT shall assume full
10 responsibility for payment of all federal, state and local taxes or
11 contributions, including unemployment insurance, social security and
12 income taxes with respect to DISTRICT'S employees.

13 6.0 HOLD HARMLESS. DISTRICT agrees to and does hereby indemnify,
14 hold harmless and defend the SUPERINTENDENT, the Orange County Board
15 of Education and its officers, agents and employees from every claim
16 or demand made and every liability, loss, damage or expense, of any
17 nature whatsoever, which may be incurred by reason of:

18 (a) Liability for damages for: (1) death or bodily injury
19 to person; (2) injury to, loss or theft of property; or
20 (3) any other loss, damage or expense arising out of (1) or
21 (2) above, sustained by the DISTRICT or any person, firm or
22 corporation employed by the DISTRICT, either directly or by
23 independent contract, upon or in connection with the
24 services called for in this AGREEMENT, however caused,
25 except for liability for damages referred to above which
result from the sole negligence or willful misconduct of

1 the SUPERINTENDENT, the Orange County Board of Education,
2 or its officers, employees or agents.

3 (b) Any injury to or death of any persons, including the
4 SUPERINTENDENT or its officers, agents and employees, or
5 damage to or loss of any property caused by any act,
6 neglect, default, or omission of the DISTRICT, or any
7 person, firm or corporation employed by the DISTRICT,
8 either directly or by independent contract, arising out of,
9 or in any way connected with, the services covered by this
10 AGREEMENT, whether said injury or damage occurs either on
11 or off SUPERINTENDENT'S property, except for liability for
12 damages which result from the sole negligence or willful
13 misconduct of the SUPERINTENDENT, the Orange County Board
14 of Education, or its officers, employees or agents.

15 (c) Any liability for damages which may arise from the
16 furnishing or use of any copyrighted or uncopyrighted
17 matter or patented or unpatented invention under this
18 AGREEMENT.

19 7.0 ASSIGNMENT. The obligations of the DISTRICT pursuant to this
20 AGREEMENT shall not be assigned by the DISTRICT without prior written
21 approval of SUPERINTENDENT.

22 8.0 TOBACCO USE POLICY. In the interest of public health,
23 SUPERINTENDENT provides a tobacco-free environment. Smoking or the use
24 of any tobacco products are prohibited in buildings and vehicles, and
25 on any property owned, leased or contracted for by the SUPERINTENDENT
pursuant to SUPERINTENDENT Policy 400.15. Failure to abide with

1 conditions of this policy could result in the termination of this
2 AGREEMENT.

3 9.0 NON-DISCRIMINATION. DISTRICT agrees that it will not engage in
4 unlawful discrimination in employment of persons because of race,
5 color, religious creed, national origin, ancestry, physical handicap,
6 medical condition, marital status, or sex of such persons.

7 10.0 TERMINATION. SUPERINTENDENT or DISTRICT may, at any time, with
8 or without cause, terminate this AGREEMENT. SUPERINTENDENT and DISTRICT
9 shall provide written notice to the other party thirty (30) days in
10 advance of termination. SUPERINTENDENT shall compensate DISTRICT only
11 for services satisfactorily rendered to the date of termination.
12 Written notice by SUPERINTENDENT shall be sufficient to stop further
13 performance of services by DISTRICT. Notice shall be deemed given when
14 received by SUPERINTENDENT or DISTRICT or no later than three (3) days
15 after the day of mailing, whichever is sooner.

16 11.0 NOTICE. All notices or demands to be given under this AGREEMENT
17 by either party to the other, shall be in writing and given either by:
18 (a) personal service or (b) by U.S. Mail, mailed either by registered
19 or certified mail, return receipt requested, with postage prepaid.
20 Service shall be considered given when received if personally served
21 or if mailed on the third day after deposit in any U.S. Post Office.
22 The address to which notices or demands may be given by either party
23 may be changed by written notice given in accordance with the notice
24 provisions of this section. As of the date of this AGREEMENT, the
25 addresses of the parties are as follows:

1 DISTRICT: Anaheim Union High School District
2 501 Crescent Way
3 Anaheim, California 92803
 Attn: _____

4 SUPERINTENDENT: Orange County Superintendent of Schools
5 200 Kalmus Drive
6 P.O. Box 9050
7 Costa Mesa, California 92628-9050
8 Attn: Patricia McCaughey

9 12.0 NON WAIVER. The failure of SUPERINTENDENT or DISTRICT to seek
10 redress for violation of, or to insist upon, the strict performance of
11 any term or condition of this AGREEMENT, shall not be deemed a waiver
12 by that party of such term or condition, or prevent a subsequent
13 similar act from again constituting a violation of such term or
14 condition. Or prevent a subsequent similar act from again constituting
15 a violation of such term or condition. Nevertheless continue in full
16 force and effect, and shall not be affected, impaired or invalidated
17 in any way.

18 13.0 GOVERNING LAW. The terms and conditions of this AGREEMENT shall
19 be governed by the laws of the State of California with venue in
20 Orange County, California.

21 14.0 ENTIRE AGREEMENT/AMENDMENT. This AGREEMENT and any exhibits
22 attached hereto constitute the entire agreement among the Parties to
23 it and supersedes any prior or contemporaneous understanding or
24 agreement with respect to the services contemplated, and may be mended
25 only by a written amendment executed by both Parties to the AGREEMENT.

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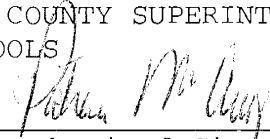
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1 IN WITNESS WHEREOF, the Parties hereto set their hands.

2 DISTRICT: ANAHEIM UNION HIGH
3 SCHOOL DISTRICT

ORANGE COUNTY SUPERINTENDENT
OF SCHOOLS

4 BY: _____
Authorized Signature

BY:  _____
Authorized Signature

5 PRINTED NAME: _____

PRINTED NAME: Patricia McCaughey

6 TITLE: _____

TITLE: Coordinator

7 DATE: _____

DATE: January 5, 2016

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9 AnaheimUHSD-FNL-Advisor(42500)16
Zip9

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ORANGE COUNTY DEPARTMENT OF EDUCATION • ORANGE COUNTY FRIDAY NIGHT LIVE PARTNERSHIP

FRIDAY NIGHT LIVE

2015-2016 Participation & Stipend Requirements for School-Based Chapters

This document reflects the integrity and funding requirements of the Orange County Friday Night Live Partnership (OCFNLP). Friday Night Live (FNL) advisors who meet the requirements listed have the opportunity to receive an advisor stipend. Amounts listed reflect payment distribution for the 2015-2016 fiscal year. Each component may be counted only one time. Maximum obligation is \$1,000 per school site.

Requirement	Stipend
1. Name, Membership, Meetings, and Standards of Practice: Utilize the Friday Night Live (FNL) name for meetings, events, and activities. Maintain a leadership team, including a minimum of one (1) advisor and ten (10) youth; hold and facilitate a minimum of two (2) chapter meetings per month; uphold the Standards of Practice.	\$50
2. Annual Paperwork: Complete and submit the following paperwork by October 16, 2015: Chapter Profile, Chapter Application, Participation Requirements, and Lobbying Policy.	\$50
3. First Quarter Monthly Logs (July – September): Submit by October 10, 2015.	\$25
4. Second Quarter Monthly Logs (October – December): Submit by January 10, 2016.	\$25
5. Third Quarter Monthly Logs (January – March): Submit by April 10, 2016.	\$25
6. Fourth Quarter Monthly Logs (April – June): Submit by June 30, 2016.	\$25
7. Program Evaluation: Administer the year-end survey to current chapter members.	\$50
8. Youth Development Survey: Encourage youth to participate in the online survey from the California Friday Night Live Partnership.	\$50
9. Advisor Leadership Training: Participate in the Advisor Leadership Training. In addition, all new advisors must participate in the Advisor 101 training.	\$100
10. Youth Leadership Training: Participate in a 1.5-2 hour youth leadership training conducted at the chapter location by December 15, 2015. Training is conducted by OCFNLP staff and is for the youth leadership team and/or active chapter youth. A four month follow-up survey will be conducted to evaluate the application of skills learned at the leadership training.	\$100
11. Countywide Training/Event: Participate in one (1) or more of the following countywide youth trainings or events: CFNLP Youth Traffic Safety Summit, Fall Leadership Training, and/or Spring Leadership Training.	\$100
12. Alcohol and Other Drug Prevention Activity: Implement one (1) youth-led prevention project that focuses on the prevention of one of the following: underage drinking, prescription drug use, impaired driving, or marijuana use.	\$100
13. Feeder School Activity: Conduct two (2) youth-led alcohol and other drug prevention activities at a feeder middle or elementary school.	\$200
14. School-based Prevention Activity: Conduct one (1) prevention activity by June 15, 2016 that results in contact with 40% of the school population.	\$100

I have read and understand the requirements in this document.

Chapter Name		
Print Advisor's Name	Advisor Signature	Date
Print Principal's Name	Principal's Signature	Date



Orange County Friday Night Live Partnership (OCFNLP) is administered by the Orange County Department of Education with funding from the County of Orange Health Care Agency, Alcohol and Drug Education and Prevention Team.



CLUB LIVE

2015-2016 Participation & Stipend Requirements for School-Based Chapters

This document reflects the integrity and funding requirements of the Orange County Friday Night Live Partnership (OCFNLP). Club Live advisors who meet the requirements listed have the opportunity to receive an advisor stipend. Amounts listed reflect payment distribution for the 2015-2016 fiscal year. Each component may be counted only one time. Maximum obligation is \$1,000 per school site.

Requirement	Stipend
1. Name, Membership, Meetings, and Standards of Practice: Utilize the Club Live name for meetings, events, and activities. Maintain a leadership team, including a minimum of one (1) advisor and a minimum of ten (10) youth; hold and facilitate a minimum of two (2) chapter meetings per month; uphold the Standards of Practice.	\$50
2. Annual Paperwork: Complete and submit the following paperwork by October 16, 2015: Chapter Profile, Chapter Application, Participation Requirements, and Lobbying Policy.	\$50
3. First Quarter Monthly Logs (July – September): Submit by October 10, 2015.	\$25
4. Second Quarter Monthly Logs (October – December): Submit by January 10, 2016.	\$25
5. Third Quarter Monthly Logs (January – March): Submit by April 10, 2016.	\$25
6. Fourth Quarter Monthly Logs (April – June): Submit by June 30, 2016.	\$25
7. Program Evaluation: Administer the year-end survey to current chapter members.	\$50
8. Youth Development Survey: Encourage youth to participate in the online survey from the California Friday Night Live Partnership.	\$50
9. Advisor Leadership Training: Participate in the Advisor Leadership Training. In addition, all new advisors must participate in the Advisor 101 training.	\$100
10. Youth Leadership Training: Participate in a 1.5-2 hour youth leadership training conducted at the chapter location by December 15, 2015. Training is conducted by OCFNLP staff and is for the youth leadership team and/or active chapter youth. A four month follow-up survey will be conducted to evaluate the application of skills learned at the leadership training.	\$100
11. Youth Countywide Training/Event: Participate in the Fall Leadership Training or Spring Leadership Training.	\$100
12. Community Activities: Implement two (2) youth-led activities on alcohol and other drug prevention or community service activities.	\$200
13. School-based Prevention Activity #1: Conduct one (1) prevention activity by December 31, 2015 that results in contact with 50% of the school population.	\$100
14. School-based Prevention Activity #2: Conduct one (1) prevention activity by June 15, 2016 that results in contact with 50% of the school population.	\$100

I have read and understand the requirements in this document.

Chapter Name		
Print Advisor's Name	Advisor Signature	Date
Print Principal's Name	Principal's Signature	Date



GRANT AGREEMENT

THE TRUSTEES OF THE CALIFORNIA STATE UNIVERSITY

for Projects Sponsored by the
California Academic Partnership Program (CAPP)

This Grant Agreement (hereinafter referred to as "Agreement") is entered into by the Chancellor on behalf of **The Trustees of The California State University (CSU)**, (hereinafter referred to as "Grantor") in association with the administrators of the **California Academic Partnership Program** (hereinafter referred to as CAPP), and the **Anaheim Unified High School District** (hereinafter referred to as "Grantee") for the project entitled "**College Going Culture Extension**" Grant at **Savanna High School**. This grant shall be administered in accordance with Rider A, Scope of Work, attached and incorporated herein by reference.

Grantor and Grantee agree as follows:

- A. TERM OF AGREEMENT: The term of this Agreement shall be July 1, 2015 through June 30, 2018.
- B. PROJECT KEY PERSONNEL: The project director for the Grantee is Carlos Hernandez, Principal. The Grantor project director is Zulmara Cline, CAPP Director.
- C. FUNDING CONDITIONS

Upon execution of this Grant, Grantor shall grant to Grantee an amount which shall not exceed \$60,000.00 consisting of \$20,000 for FY2015/16, \$20,000 for FY2016/17, and \$20,000 for FY2017/18, in accordance with Rider B1, Budget Estimate, subject to the terms and conditions as stated herein.

 1. Funding:

Funding shall be provided for the period July 1, 2015 through June 30, 2016 subject to the appropriation of funds by the Legislature and approval by the Governor. Funding for current and subsequent fiscal years shall be subject to the following:

 - a. Approval by the Legislature and Governor of necessary funding.
 - b. Demonstration of adequate progress and fulfillment of all requirements of Agreement as described herein.
 2. Payment:

Payments will be made in accordance with the Schedule of Deliverables (Rider B2), based upon review of narrative and/or financial reports as completion of the deliverables. All payments made under this Agreement shall be subject to Paragraph F. Unspent Funds.

Payment will be mailed to:

Anaheim Union High School District
Attn: Dr. Jaron Fried
501 N. Crescent Way
Anaheim, CA 92803

D. LIMITATIONS ON THE USE OF GRANT FUNDS

Grant funds shall be expended only for project purposes and activities set forth in this Agreement and Grantee's proposal as originally proposed or subsequently amended, consistent with the CAPP Legislation Education Code Section 11000 et seq., stats 1984, Ch.620 (AB 2398).

Proposed amendments to the project scope of work or budget shall be submitted in writing by the Grantee no less than 30 days prior to implementation of the requested change, for written approval by the Grantor. Grantor will respond to all requests in a timely manner. Changes requiring such approval may include, but not be limited to, the following:

1. Changes in the grant project director or other key professional personnel identified in Grantee's Proposal. Grantor shall specifically approve a change in the project director.
2. Substantive changes of project scope, purpose, or scheduled events detailed in the Grantee's proposal.
3. Changes in the project budget which exceed 20% in any budget category of each applicable year, or which introduce or eliminate types or categories of expenditures.
4. Changes requiring an increase or decrease in funding.
5. Changes in duration of the grant period.

Commitment of grant funds shall occur during the grant term. Such commitments shall relate to goods or services provided and used within the grant term.

E. MISAPPLIED FUNDS

In cases where funds are determined by the Grantor to have been misapplied by Grantee, Grantee agrees to repay all such funds to the Grantor.

F. UNSPENT FUNDS

If CAPP funds the project for subsequent fiscal year(s), unspent funds from the prior fiscal year may be carried forward to further the objectives of the project, with written approval from CAPP. Any funds actually received by Grantee, which remain unspent at the termination of the grant period, shall be returned by check payable to The Trustees of The California State University at the time the final financial report is submitted.

G. COST PRINCIPLES

Only those costs set forth in the approved project budget are allowed. The following list of special items is not intended to be a comprehensive statement of all non-allowable costs. In the event of conflict between the principles below and any special provisions in the grant award letter, the stricter provision shall be applicable.

1. Direct Costs. Grant funds shall be expended only for direct costs that can be identified specifically in this grant with a high degree of accuracy.
2. Indirect Costs. Overhead charges are not allowed.
3. Per Diem Reimbursements. Costs shall not exceed the current rates allowed by Grantee's Travel Policies for travel undertaken by Grantee.
4. Travel Reimbursements. Whenever possible, less than first class accommodations shall be used for air or rail travel. If first class accommodations are used, records shall contain a certification that less than first class accommodations were not available. When necessary, travel by other than the above modes may be authorized. The maximum automobile mileage reimbursement rate is that currently authorized by Grantee's Travel Policies for travel undertaken by Grantee, or any sister of its sister campuses. CSU subawardees shall use the State Travel Policies.
5. Equipment and Capital Items. The purchase of capital items is expressly forbidden unless part of the approved grant proposal. Purchase cannot be made until approval from the CAPP office is granted. Capital items include land, and buildings. Equipment includes automotive equipment, office equipment, computers and related hardware, electronic equipment, etc. in which cost is equal to or greater than \$1,000.00 per item. Purchase of equipment may be allowed under exceptional circumstances. The purchase with grant funds of any equipment or capital item requires prior written approval by the Grantor's project director. Detailed justification for purchase of equipment must be provided in advance and must demonstrate how the equipment purchase is required to meet the goals of the grant.

H. GRANT ACCOUNTING AND RECORDS

Grantee shall maintain records and accounts consistent with generally accepted accounting principles and shall provide for such fiscal control and fund accounting procedures as are necessary to assure proper disbursement of and accounting for grant project funds. Expenditures and supporting documentation relating to this project shall be adequate to permit an accurate and expeditious audit.

I. REPORTS/DELIVERABLES

1. Interim Financial Reports:
 - a. System-generated detail expenditure reports for each annual budget period shall be submitted in accordance with Rider B2, Schedule of Deliverables.

2. Final Reports:

a. Programmatic Report: Grantee shall submit Final Evaluation/Data/Reports that are to be collected by the Project Director as specified in Rider A, Scope of Work. The Final programmatic report is due at the end of grant period.

b. Financial Report:

1. A system-generated detail expenditure report for the final budget period is due within 90 days of the end of the grant period.
2. Any unspent grant funds remaining are subject to Section F, Unspent Funds.

J. DELIVERY OF REPORTS

Reports shall be delivered to:

California Academic Partnership Program
The California State University
401 Golden Shore, 6th Floor
Long Beach, CA 90802-4210
Attn: Zulmara Cline, Director

Or electronic reports to capp@calstate.edu

NOTE: Reports prepared as an agreed upon deliverable shall be subject to Section M, Produced Materials/ Intellectual Property.

K. AUDITS

Grantee agrees that the Grantor shall have the right to review, obtain, and copy all records pertaining to performance of the Grant, including financial records. Grantee agrees to provide the Grantor with any relevant information requested and shall permit the Grantor access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees, pre-funding visits to determine the adequacy of Grantee's accounting system, and inspecting and copying such books, records, accounts and other material that may be relevant.

Grantee further agrees to maintain such records for a period of three (3) years after submission of the final financial report.

L. EVALUATION

Grantor's Project Coordinator may make arrangements for independent evaluation of the Grant project. Grantee shall provide to designated project evaluators access to project records, products and personnel.

M. PUBLICATION AND ACKNOWLEDGMENT OF GRANT FUNDS

Any tangible result developed and produced under this Grant, funded by this Grant, (such as publicity materials, productions, displays, exhibits, film/ video/ audio/ productions, etc.) shall bear an acknowledgment of support by the Trustees of the California State University. Any tangible result developed and produced under this Grant, co-funded by Grantor or third party

contributors, shall bear an acknowledgement of support by all contributors wishing to be so recognized.

N. PRODUCED MATERIALS/ INTELLECTUAL PROPERTY

1. Grantee understands and agrees that the major emphasis of the Grant activity is to develop cooperative efforts to improve the academic quality of California precollegiate schools and programs with the objective of improving the preparation of all students for college. Toward this end, Grantor and Grantee shall engage in a relationship of good faith and cooperation to ensure that all produced materials shall be reasonably available to the Grantor.
2. For purposes of this Grant, the term "Produced Materials" refers to all copyrightable intellectual property, whether copyrighted or not, including but not limited to productions, displays, exhibits, films, tapes, books, articles, transcripts and software which are first developed in the performance of this award by Grantee and required as a deliverable under this Grant.
3. Ownership, including copyright of Produced Materials, are held by Grantee subject to the terms and conditions of this Grant.
4. Grantee shall provide the Grantor with an irrevocable, royalty-free, non-transferable, non-exclusive right and license to reproduce, make derivative works, display, and perform publicly any Produced Materials, copyrights or copyrighted material (including computer software and its documentation and/or databases) first developed in the direct performance of this award and delivered under this Grant solely for the purpose of and only to the extent required to further program objectives.
5. If ownership and/or copyright of Produced Materials are claimed by any person other than Grantee such as a scriptwriter, editor, consultant, filmmaker, author, or lecturer, to the extent that Grantee has a legal relationships with such producers under this Grant, Grantee agrees to take any reasonable and good faith action that shall be necessary to ensure that the Grantor retains all rights that would accrue to the Grantor under this Grant if copyright was fully vested in Grantee. Grantee agrees to conduct its activities in such a manner and to make such agreements with any other persons wishing to copyright produced materials to ensure that the Grantor shall continue to be able to exercise freely all its rights under the provisions of this Grant.

Grantee's duties shall include but not be limited to the duty to obtain assurances from lecturers that the Grantor may use the transcripts of their lectures if such lectures were created in the direct performance of work under a subaward, consultant, or other such agreement with Grantee under this Grant.

O. TRANSFER OF COPYRIGHT OR OWNERSHIP

In the event that Grantee transfers copyright or ownership of any produced materials for distribution or for any other purpose, Grantee agrees to take any reasonable and good faith action

that shall be necessary to ensure that the Grantor shall continue to be able to freely exercise all rights reserved under this Grant.

P. INDEMNIFICATION

Grantee shall defend, indemnify and hold Grantor, its officers, employees and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Grant but only in proportion to and to the extent such liability, loss, expense, attorneys' fees or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of Grantee, its officers, employees or agents.

Grantor shall defend, indemnify and hold Grantee, its officers, employees and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Grant but only in proportion to and to the extent such liability, loss, expense, attorneys' fees or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of Grantor, its officers, employees or agents.

Q. AMENDMENT(S) TO GRANT AGREEMENT

The terms and conditions of this Grant may be modified by a written modification to the Grant signed by Grantor and Grantee. This Grant is the complete and integrated agreement between parties.

R. CANCELLATION

Each party reserves the right to terminate this Grant upon thirty (30) day written notice to the Grantee. Grantor shall reimburse Grantee for all non-cancellable obligations and expenses incurred through date of termination.

S. NOTICES

Any notices served in connection with this Agreement shall be presented to the following:

For the Grantor: Zulmara Cline, Director
California Academic Partnership Program
The California State University
401 Golden Shore, 6th Floor
Long Beach, CA 9802-4210

For the Grantee: Dr. Jaron Fried, District Representative
Anaheim Union High School District
501 N. Crescent Way
Anaheim, CA 92803

For the Project: Carlos Hernandez, Principal
Savanna High School
301 North Gilbert Avenue
Anaheim, CA 92801

We have read, understand and promise to comply with all of the terms and conditions in this Grant.

FOR GRANTEE:



Grant Project Director (Signature)
on behalf of Grantee

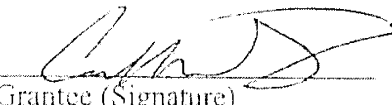
12/15/15
Date

Dr. Jaron Fried
Name (Type)

501 Crescent Way Attn: Ed. Division
Mailing Address

714-999-3557 714-520-9754
Telephone No. Fax No.

Anaheim, CA 92801
City/State/Zip



Grantee (Signature)

12/16/15
Date

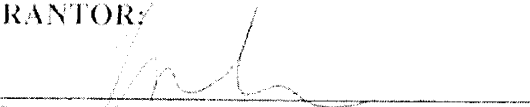
Carlos Hernandez
Name (Type)

301 N. Gilbert Ave.
Mailing Address

714-220-4262 714-995-2544
Telephone No. Fax No.

Anaheim, CA 92801
City/State/Zip

FOR GRANTOR:



Sue DeRosa, Director
Sponsored Programs Administration

1/14/2016
Date

1 AGREEMENT NUMBER: 80133

2 AGREEMENT FOR PARTICIPATION
3 INSIDE THE OUTDOORS
4 SCHOOL PROGRAM
5 PUBLIC SCHOOLS 2015 - 2016

6 This AGREEMENT is hereby entered into this 19th day January,
7 2016, by and between the Orange County Superintendent of Schools, 200
8 Kalmus Drive, Costa Mesa, California 92626, hereinafter referred to
9 as SUPERINTENDENT, and Anaheim Union High School District,
10 hereinafter referred to as DISTRICT. SUPERINTENDENT and DISTRICT
11 shall be collectively referred to as the Parties.

12 TERMS, CONDITIONS, AND RESPONSIBILITIES

13 1.0 SUPERINTENDENT shall provide a forty-five (45) minute to
14 seventy-five (75) minute Inside the Outdoors - School Program,
15 hereinafter referred to as PROGRAM, more specifically described in
16 Exhibit "A", which is attached hereto and incorporated by reference
17 herein.

18 2.0 This AGREEMENT shall be in full force and effect for the period
19 commencing February 19, 2016 and ending August 31, 2016. **This**
20 **AGREEMENT must be fully executed by the Parties and be on file with**
21 **the SUPERINTENDENT prior to DISTRICT participating in the PROGRAM.**

22 3.0 In compliance with Education Code Section 35330 DISTRICT hereby
23 declares that no student has been denied the opportunity to
24 participate in the PROGRAM because of the inability to pay the
25 required fee. DISTRICT has made every effort to acquire the
financial support from fund-raising efforts, parents, and the

1 community to assist those students who are unable to pay the required
2 fee.

3 4.0 SUPERINTENDENT shall provide the PROGRAM for DISTRICT'S
4 school(s) pursuant to Exhibit "A".

5 5.0 DISTRICT shall provide one (1) certificated employee to
6 participate in the PROGRAM with each group of 25-30 students.

7 5.1 All participating certificated employees and adult aides,
8 in cooperation with the PROGRAM staff, shall be expected
9 to take an active role in the supervision of students.

10 6.0 Should a DISTRICT group exceed four (4) classrooms on a given
11 day (approximately one hundred twenty (120) students), the additional
12 classroom(s) may be scheduled to participate on another day.

13 7.0 DISTRICT shall be responsible for the supervision and care of
14 its students. DISTRICT shall also be responsible for the actions of
15 its students and employees while participating in the PROGRAM.

16 8.0 DISTRICT shall hold harmless, defend, and indemnify the Orange
17 County Superintendent of Schools, the Orange County Board of
18 Education, and its officers, agents, and employees from any and all
19 claims for damages resulting from the acts or omissions of DISTRICT,
20 its officers, agents, employees, and students with respect to the
21 Inside the Outdoors - School Program.

22 SUPERINTENDENT shall hold harmless, defend, and indemnify the
23 DISTRICT, its Governing Board, officers, agents, employees, and
24 students from any and all claims for damage resulting from the acts
25 or omissions of the Orange County Superintendent of Schools, the

1 Orange County Board of Education and its officers, agents, and
2 employees with respect to the Inside the Outdoors - School Program.

3 9.0 Any notice of cancellation by DISTRICT must be received in
4 writing by SUPERINTENDENT at least twenty (20) business days,
5 excluding holidays, prior to the scheduled PROGRAM date. In the
6 event of a cancellation, the DISTRICT is responsible to find an
7 equivalent replacement no later than ten (10) business days prior to
8 the cancelled program date; SUPERINTENDENT may also attempt to find
9 an equivalent replacement if possible. If DISTRICT or SUPERINTENDENT
10 is unable to find an equivalent replacement, DISTRICT will be charged
11 ninety percent (90%) of the full cost of the scheduled PROGRAM. If
12 DISTRICT'S School wishes to reschedule a scheduled PROGRAM date,
13 DISTRICT'S School may be charged an additional fee of One hundred
14 dollars (\$100.00).

15 10.0 DISTRICT agrees to pay SUPERINTENDENT per student or per PROGRAM
16 more specifically described in Exhibit "A", which is attached hereto
17 and incorporated by reference herein. Payment shall be based on the
18 number of students that actually attend, but no less than ninety
19 percent (90%) of the number of students identified in Exhibit "A".

20 If DISTRICT'S SCHOOL is designated as sponsored, a minimum enrollment
21 requirement is ninety percent (90%) of the contracted number of
22 students, and is paid by sponsorship. If the number of students who
23 attend is less than ninety percent (90%) of the contracted enrollment
24 number, SCHOOL will be charged a per student fee for all students
25 that fall below ninety percent (90%).

1 10.1 A day of participation is defined as a student being
2 present during any part of a scheduled PROGRAM day.

3 10.2 Should the scheduled attendance from any given school in a
4 DISTRICT change by more than ten percent (10%), the
5 DISTRICT shall inform SUPERINTENDENT in writing at least
6 twenty (20) business days prior to the first (1st) day of
7 attendance.

8 10.3 Schools may be charged an additional transportation fee of
9 \$35.00 - \$125.00 per day.

10 11.0 Full payment of fees by DISTRICT must be received by
11 SUPERINTENDENT within thirty (30) calendar days of billing postmark.

12 12.0 DISTRICT agrees to bear the expense of repairs and/or breakage
13 resulting from unreasonable wear or abuse to property and/or
14 equipment caused by its students and/or teachers participating in the
15 PROGRAM.

16 13.0 DISTRICT hereby delegates, by approval of this AGREEMENT to the
17 District Superintendent or the District Superintendent's designee,
18 pursuant to Education Code Section 17604, the authority to allow
19 additional schools or students to participate in the Inside the
20 Outdoors - School Program during the term of AGREEMENT.

21 14.0 NOTICE. All notices or demands to be given under this AGREEMENT
22 by either party to the other, shall be in writing and given either
23 by: (a) personal service or (b) by U.S. Mail, mailed either by
24 registered or certified mail, return receipt requested, with postage
25 prepaid. Service shall be considered given when received if
personally served or if mailed on the third day after deposit in any

1 U.S. Post Office. The address to which notices or demands may be
2 given by either party may be changed by written notice given in
3 accordance with the notice provisions of this section. As of the
4 date of this AGREEMENT, the addresses of the parties are as follows:

5 DISTRICT: Anaheim Union High School District
6 501 North Crescent Way
7 Anaheim, California 92803
8 Attn: _____

9 SUPERINTENDENT: Orange County Superintendent of Schools
10 200 Kalmus Drive
11 P.O. Box 9050
12 Costa Mesa, California 92628-9050
13 Attn: Patricia McCaughey

14 15.0 In the interest of public health, SUPERINTENDENT provides a
15 tobacco-free environment. Smoking or the use of any tobacco products
16 are prohibited in buildings and vehicles, and on any property owned,
17 leased or contracted for by the SUPERINTENDENT pursuant to
18 SUPERINTENDENT Policy 400.15. Failure to abide with conditions of
19 this policy could result in the termination of this AGREEMENT.

20 16.0 SUPERINTENDENT and DISTRICT agree that they will not engage in
21 unlawful discrimination in employment of persons because of race,
22 color, religious creed, national origin, ancestry, physical handicap,
23 medical condition, marital status, or sex of such persons.

24 17.0 SUPERINTENDENT and DISTRICT agree that this AGREEMENT shall be
25 construed and entered into in accordance with the laws of the State
of California, through California state courts with venue in Orange
County, California.

18.0 If any term, covenant, condition or provision of this AGREEMENT
is held by court of competent jurisdiction to be invalid, void or

1 unenforceable, the remainder of the provisions shall remain in full
2 force and effect and shall in no way be affected, impaired or
3 invalidated thereby.

4 19.0 The failure of SUPERINTENDENT or DISTRICT to seek redress for
5 violation of, or to insist upon, the strict performance of any term
6 or condition of this AGREEMENT, shall not be deemed a waiver by that
7 party of such term or condition, or prevent a subsequent similar act
8 from again constituting a violation of such term or condition.

9 20.0 This AGREEMENT contains the entire agreement between
10 SUPERINTENDENT and DISTRICT regarding the services and any agreement
11 hereafter made shall be ineffective to modify this AGREEMENT in whole
12 or in part unless such agreement is embodied in an amendment to this
13 AGREEMENT which has been signed by both SUPERINTENDENT and DISTRICT.
14 This AGREEMENT supersedes all prior negotiations, understandings,
15 representations and agreements.

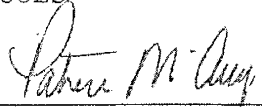
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1 IN WITNESS WHEREOF, the Parties hereto have caused this
2 AGREEMENT to be executed.

3 DISTRICT: ANAHEIM UNION HIGH SCHOOL
4 DISTRICT

ORANGE COUNTY SUPERINTENDENT
OF SCHOOLS

5 BY: _____
6 Authorized Signature

BY: 
7 Authorized Signature

8 PRINT NAME: _____

PRINT NAME: Patricia McCaughey

9 TITLE: _____

TITLE: Coordinator

10 DATE: _____

DATE: November 6, 2015

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School Programs

Exhibit A

School	Site / Program	Scheduled Date	Previous Date	Grade	Number of Students	Flat Fee* or Fee per Student	Comments
Anaheim High School (AUHSD)	THE WATER EFFECT EXPO	3/7/2016		HS	1	no charge*	

Note:

- (1) The Orange County Superintendent of Schools shall have the final approval on all revisions/modifications made to Exhibit A.
- (2) Cancellations and/or modifications to the number of pupils indicated in Exhibit A are subject to the terms and conditions of Section 9.0 and Section 10.0 of the Agreement.

AGREEMENT NUMBER 42464

ANAHEIM UNION HIGH SCHOOL DISTRICT
SERVICE AGREEMENT

This AGREEMENT is hereby entered into this 10th day of November 2015, by and between the Orange County Superintendent of Schools, 200 Kalmus Drive, Costa Mesa, California 92626, hereinafter referred to as SUPERINTENDENT, and the Anaheim Union High School District, 501 North Crescent Way, Anaheim, California 90801, hereinafter referred to as DISTRICT. SUPERINTENDENT and DISTRICT shall be collectively referred to as the Parties.

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

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

WHEREAS, SUPERINTENDENT is specially trained and experienced and competent to perform the special services required by the DISTRICT, and such services are needed on a limited basis;

NOW, THEREFORE, the Parties hereby agree as follows:

1.0 SCOPE OF WORK. DISTRICT hereby engages SUPERINTENDENT as an independent contractor to perform the following described work and SUPERINTENDENT hereby agrees to perform said work upon the terms and conditions hereinafter set forth. Specifically, SUPERINTENDENT shall provide the following services to DISTRICT as further described in

1 the "Service Proposal" dated October 26, 2015, which is attached as
2 Exhibit "A" and referenced herein this AGREEMENT, for the
3 Instructional Services Program.

4 2.0 TERM. This AGREEMENT shall commence on November 10, 2015,
5 and end on June 30, 2016, subject to termination as set forth in this
6 AGREEMENT.

7 3.0 PAYMENT. SUPERINTENDENT agrees to perform the services at no
8 charge to the DISTRICT.

9 4.0 INDEPENDENT CONTRACTOR. SUPERINTENDENT, in the performance of
10 this AGREEMENT, shall be and act as an independent contractor.
11 SUPERINTENDENT understands and agrees that SUPERINTENDENT and
12 SUPERINTENDENT'S employces shall not be considered officers,
13 employees or agents of the DISTRICT and are not entitled to benefits
14 of any kind or nature normally provided employees of the DISTRICT
15 and/or to which DISTRICT'S employees are normally entitled,
16 including, but not limited to, State Unemployment Compensation or
17 Workers' Compensation. SUPERINTENDENT assumes the full responsibility
18 for the acts and/or omissions of its employees or agents as they
19 relate to the services to be provided under this AGREEMENT.
20 SUPERINTENDENT shall assume full responsibility for payment of all
21 federal, state and local taxes or contributions, including
22 unemployment insurance, social security and income taxes with respect
23 to SUPERINTENDENT'S employees.

24 5.0 HOLD HARMLESS.

25 A. SUPERINTENDENT hereby agrees to indemnify, defend, and
hold harmless DISTRICT, its Governing Board, officers, agents, and

1 employees from liability and claims of liability for bodily injury,
2 personal injury, sickness, disease, or death of any person or
3 persons, or damage to any property, real personal, tangible or
4 intangible, arising out of the negligent acts or omissions of
5 employees, agents or officers of SUPERINTENDENT or the Orange County
6 Board of Education during the period of this AGREEMENT.

7 B. DISTRICT hereby agrees to indemnify, defend, and hold
8 harmless SUPERINTENDENT, the Orange County Board of Education, and
9 its officers, agents, and employees from liability and claims of
10 liability for bodily injury, personal injury, sickness, disease, or
11 death of any person or persons, or damage to any property, real,
12 personal, tangible or intangible, arising out of the negligent acts
13 or omissions of employees, agents or officers of DISTRICT during the
14 period of this AGREEMENT.

15 6.0 ASSIGNMENT. SUPERINTENDENT or DISTRICT shall not subcontract
16 or assign the performance of any of the services in this AGREEMENT
17 without prior written approval of the other Party.

18 7.0 COPYRIGHT/TRADEMARK/PATENT. DISTRICT understands and agrees
19 that all matters produced under this AGREEMENT shall become the
20 property of SUPERINTENDENT and cannot be used without
21 SUPERINTENDENT'S express written permission. SUPERINTENDENT shall
22 have all right, title and interest in said matters, including the
23 right to secure and maintain the copyright, trademark and/or patent
24 of said matter in the name of the SUPERINTENDENT. DISTRICT consents
25 to use of DISTRICT'S name in conjunction with the sale, use,

1 performance and distribution of the matters, for any purpose and in
2 any medium.

3 8.0 TOBACCO USE POLICY. In the interest of public health, the
4 SUPERINTENDENT provides a tobacco-free environment. Smoking or the
5 use of any tobacco products are prohibited in buildings and vehicles,
6 and on any property owned, leased or contracted for by the
7 SUPERINTENDENT pursuant to SUPERINTENDENT Policy 400.15. Failure to
8 abide with conditions of this policy could result in the termination
9 of this AGREEMENT.

10 9.0 NON-DISCRIMINATION. SUPERINTENDENT and DISTRICT agree that
11 they will not engage in unlawful discrimination in employment of
12 persons because of race, color, religious creed, national origin,
13 ancestry, physical handicap, medical condition, marital status, or
14 sex of such persons.

15 10.0 TERMINATION. Either party may terminate this AGREEMENT with
16 or without reason with the giving of thirty (30) days written notice
17 to the other party. Written notice by DISTRICT shall be sufficient
18 to stop further performance of services by SUPERINTENDENT. Notice
19 shall be deemed given when received by the SUPERINTENDENT or DISTRICT
20 or no later than three (3) days after the day of mailing, whichever
21 is sooner.

22 11.0 NOTICE. All notices or demands to be given under this
23 AGREEMENT by either party to the other, shall be in writing and given
24 either by: (a) personal service or (b) by U.S. Mail, mailed either by
25 registered or certified mail, return receipt requested, with postage
prepaid. Service shall be considered given when received if

1 personally served or if mailed on the third day after deposit in any
2 U.S. Post Office. The address to which notices or demands may be
3 given by either party may be changed by written notice given in
4 accordance with the notice provisions of this section. At the date
5 of this AGREEMENT, the addresses of the Parties are as follows:

6 DISTRICT: Anaheim Union High School District
501 North Crescent Way
7 Anaheim, California 90801
Attn: _____

8
9 SUPERINTENDENT: Orange County Superintendent of Schools
200 Kalmus Drive
10 P.O. Box 9050
Costa Mesa, California 92628-9050
Attn: Patricia McCaughey


11 12.0 NON WAIVER. The failure of SUPERINTENDENT or DISTRICT to
12 seek redress for violation of, or to insist upon, the strict
13 performance of any term or condition of this AGREEMENT shall not be
14 deemed a waiver by that party of such term or condition, or prevent a
15 subsequent similar act from again constituting a violation of such
16 term or condition.

17 13.0 SEVERABILITY. If any term, condition or provision of this
18 AGREEMENT is held by a court of competent jurisdiction to be invalid,
19 void, or unenforceable, the remaining provisions will nevertheless
20 continue in full force and effect, and shall not be affected,
21 impaired or invalidated in any way.

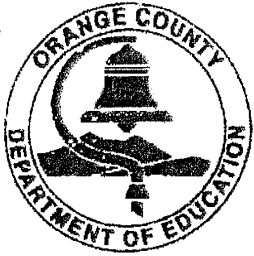
22 14.0 GOVERNING LAW. The terms and conditions of this AGREEMENT
23 shall be governed by the laws of the State of California with venue
24 in Orange County, California.

1 15.0 ENTIRE AGREEMENT/AMENDMENT. This AGREEMENT and any exhibits
2 attached hereto constitute the entire agreement among the Parties to
3 it and supersedes any prior or contemporaneous understanding or
4 agreement with respect to the services contemplated, and may be
5 amended only by a written amendment executed by both Parties to the
6 AGREEMENT.

7 IN WITNESS WHEREOF, the Parties hereto set their hands.

8	DISTRICT: ANAHEIM UNION HIGH	ORANGE COUNTY SUPERINTENDENT
	SCHOOL DISTRICT	OF SCHOOLS
9	BY: _____	BY:  _____
10	Authorized Signature	Authorized Signature
11	PRINTED NAME: _____	PRINTED NAME: <u>Patricia McCaughey</u>
12	TITLE: _____	TITLE: <u>Coordinator</u>
13	DATE: _____	DATE: <u>December 21, 2015</u>

17 AnaheimUnionSD-Physical Ed(42464)16
18 ZIP6



**Orange County Department of Education
Instructional Services Division
Service Proposal**

**ORANGE COUNTY
DEPARTMENT
OF EDUCATION**
200 KALMUS DRIVE
P.O. BOX 9050
COSTA MESA, CA
92628-9050

(714) 966-4000
FAX (714) 432-1916
www.ocde.us

AL MAJARES, Ph.D.
County Superintendent
of Schools

TO: Diane J. Donnelly-Toscano,
Anaheim Union High School
Coordinator, Innovative Programs
ddonnelly@auhsd.us
(714) 999-3585

FROM: Chris Corliss
Program Coordinator
Health, Sports & Physical Education
Orange County Dept of Education
ccorliss@ocde.us

DATE OF PROPOSAL: Oct. 26, 2015

PURPOSE: Insert Short Title: (ie: Math Training, ELA Training, Physical Education Training, etc.) Physical Education Consultation Services

AUDIENCE: (Teachers, Administrators, Parents, etc.) Administrators

ESTIMATED NUMBER OF PARTICIPANTS: n/a

LCAP PRIORITIES ADDRESSED:

Conditions of Learning	Pupil Outcomes	Engagement
<input type="checkbox"/> Basic Services	<input checked="" type="checkbox"/> Pupil Achievement	<input type="checkbox"/> Parental Involvement
<input checked="" type="checkbox"/> Implementation of State Content Standards	<input checked="" type="checkbox"/> Other Pupil Outcomes	<input type="checkbox"/> Pupil Engagement
<input checked="" type="checkbox"/> Course Access		<input type="checkbox"/> School Climate

NUMBER OF DAYS: to be determined

PROPOSED TRAINING DATES: to be determined

LOCATION: AUHSD Office

SETUP: (Rounds, Chevron, Classroom, etc.) n/a

**ORANGE COUNTY
BOARD OF EDUCATION**

JOHN W. BEDELL, PH.D.

DAVID L. BOYD

ROBERT M. HAMMOND

LINDA LINDHOLM

KEN L. WILLIAMS, D.O.

GOAL(S):

Consult and assist district staff and PE Task Force with reply and plan of action to remedy recent CDE FPM report of Physical Education Program violations. This is an

EXPECTED MEASURABLE OUTCOME(S):

FPM Reply and Plan of action accepted by CDE

RESEARCH CITATION: n/a

ESTIMATED SERVICE COST: (# of Days x Rate) n/a

TOTAL:

Time	Amount	Number	Managers
Full-day (Over 4 hours)	\$600 \$1200	= or <30 = or <60	1 consultant 1 or 2 consultants
½ day (4 hours or less)	\$300 \$600	= or <30 = or <60	1 consultant 1 or 2 consultants

ESTIMATED MATERIALS COST: (Books, Printed Materials if OCDE printed) \$ 0.00

DISTRICT WILL PROVIDE:

<input checked="" type="checkbox"/> Projector	<input checked="" type="checkbox"/> Table Boxes (Writing utensils, sticky notes, etc.)
<input type="checkbox"/> Document Camera (ELMO)	Refreshments: <input type="checkbox"/> Breakfast <input type="checkbox"/> Lunch <input type="checkbox"/> Snacks <input type="checkbox"/> Beverages
<input type="checkbox"/> Audio Speakers	<input checked="" type="checkbox"/> Handouts
<input type="checkbox"/> Microphone	<input type="checkbox"/> Wireless Access
<input checked="" type="checkbox"/> Laptops, tablets, etc. if needed	<input type="checkbox"/> Other (LMS Access, Website, Cloud Storage, Video, Tech.Support,etc.)

PRESENTER WILL PROVIDE:

<input type="checkbox"/> Projector	<input type="checkbox"/> Table Boxes (Writing utensils, sticky notes, etc.)
<input type="checkbox"/> Document Camera (ELMO)	<input type="checkbox"/> Handouts (\$)
<input type="checkbox"/> Audio Speakers	<input type="checkbox"/> Wireless Access
<input type="checkbox"/> Microphone	<input type="checkbox"/> Other (LMS Access, Website, Cloud Storage, Video, etc.)
<input type="checkbox"/> Laptop	

ESTIMATED TOTAL COST: SERVICE + MATERIALS = \$ 0.00

For Client Use:

When this proposal is accepted, OCDE will draw up a contract for services.

PROPOSAL ACCEPTED

J. C. Poscaw
Authorized Signature

11-3-15
Date

ANAHEIM UNION HIGH SCHOOL DISTRICT
 501 Crescent Way–P.O. Box 3520
 Anaheim, CA 92803-3520

EDUCATIONAL CONSULTING AGREEMENT

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

18th	day of	February	2016
-------------	--------	-----------------	------

by and between

Disciplina Positiva

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:

Disciplina Positiva will provide one (1) comprehensive six-session training program, designed to promote the development of positive communication between parents and their adolescent children, and to facilitate a connection between the family, the community, and the school. Workshops are taught in Spanish by experienced facilitators. This workshop will be Part III: Challenges and Success. Parents will learn through a series of experiential activities that will help them face the challenges that they are experiencing with their teens, such as premature sex, technology, drugs, bullying, gangs, etc. Parents will learn tools to help them create and maintain a sense of belonging and significance at home for teens, and help them feel empowered to make better choices at home, school, and in life.

Site/School:	Magnolia High School	Funds (Cost Center):	Title I (3810)
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2. List of Other Supportive Staff or Consultants:

No other support is required.

3. Consultant shall commence providing services under this AGREEMENT on:

Date:	April 19, 2016
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and shall diligently perform as specified and complete performance by:

Date:	May 24, 2016
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Consultant shall perform said services as an independent contractor and not as an employee of the District. Consultant shall be under the control of the District as to the result to be accomplished and not as to the means or manner by which such result is to be accomplished.

4. District shall prepare and furnish the following information to Consultant, upon request, such information as is reasonably necessary to the performance of Consultant to this AGREEMENT:

Consultants will be provided with the facilities to conduct the training, a list of parents who have indicated an interest in receiving the training, and child care as needed.

5. District shall pay Consultant the maximum amount of

\$4,000

for services rendered

to # of people:	25-60 parents	# hours per day:	2	# of days:	6 total
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pursuant to this AGREEMENT. Payment shall be made 15 to 30 days after receipt of invoice. Consultant shall submit an invoice to District.

6. District may at any time for any reason terminate this AGREEMENT. Written notice by the District's superintendent shall be sufficient to stop further performance of services by Consultant. The notice shall be deemed given when received or no later than three (3) days after the day of mailing, whichever is sooner.
7. Consultant agrees to and shall hold harmless and indemnify District, its officers, agents, and employees from every claim or demand and every liability or loss, damage, or expense of any nature whatsoever, which may be incurred by reason of:
 - a. Liability for damages for death or bodily injury to person, injury to property, or any other loss, damage, expense sustained by Consultant or any person, firm, or corporation employed by Consultant upon or in connection with the services called for in this AGREEMENT except for liability for damages referred to above which result from the sole negligence or willful misconduct of District, its officers, employees, or agents.

- b. Any injury to or death of persons or damage to property, sustained by any persons, firm, or corporation, including the District, arising out of, or in any way connected with the services covered by this AGREEMENT, whether said injury or damage occurs either on or off school district property, except for liability for damages which result from the sole negligence or willful misconduct of the District, its officers, employees, or agents.

Consultant, at Consultant's expense, cost, and risk, shall defend any and all actions, suits, or other proceedings that may be brought or instituted against the District, its officers, agents, or employees on any such claim, demand, or liability and shall pay or satisfy any judgment/lawsuit reimbursement that may be rendered against the District, its officers, agents, or employees in any action suit, or other proceedings as a result thereof.

- 8. This AGREEMENT is not assignable without written consent of the parties hereto.
- 9. Consultant and assistants shall comply with all applicable federal, state, and local laws, rules, regulations, and ordinances, including Worker's Compensation.
- 10. Consultant, if an employee of another public agency, certifies that Consultant shall not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to the AGREEMENT.
- 11. The following is a brief description of what will be achieved by Consultant as a result of this AGREEMENT:

Parents will learn through a series of experiential activities that will help them face the challenges that they are experiencing with their teens, such as: Premature Sex, Technology, Drugs, Bullying, Gangs, etc. At the same time, parents will learn tools of how to create and maintain a great relationship with their teens by discovering their love language and be able fulfill their teen's inner needs. Disciplina Positiva will empower parents to be the head coaches of their teen and will therefore motivate them to a higher education by exploring different avenues to enroll in a university and graduate. And last, parents will learn various tools to create a sense of belonging and significance at home so teens feel empowered to make better choices at home, school, and in life.

- 12. What are the technical reasons Consultant is being hired as an Independent Contractor rather than an employee?

All Disciplina Positiva trainers are members of the internationally recognized Positive Discipline Association (PDA) and are certified positive discipline trainers. PDA parent education curriculum is based upon the work of twentieth century psychiatrist Alfred Adler, who valued a sense of community and contributing to the well-being of the group. Disciplina Positiva comes highly recommended by several local elementary schools, as well as our own district schools.

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


Technical support will not be required.

COMMON-LAW FACTORS (IRS Revenue Rule 87-41)

Mark all items that are true for the intended Consultant (if completing on-line, double click the box to mark):

- No Instructions:** The consultant will not be required to follow explicit instructions to accomplish the job.
- No Training:** The consultant will not receive training provided by the employer. The consultant will use independent methods to accomplish the work.
- Work Not Essential to the Employer:** The employer's success or continuation does not depend on the services of the consultant.
- Right to Hire Others:** The consultant is being hired to provide a result and will have the right to hire others for actual work, unless otherwise noted.
- Control of Assistants:** Assistants hired at consultant's discretion; consultant responsible for hiring, supervising, paying of assistants.
- Not a Continuing Relationship:** If frequent, will be at irregular intervals, on call, or whenever work is available.
- Own Work Hours:** Consultant will establish work hours for the job.
- Time to Pursue Other Work:** Since specific hours are not required, consultant may work for other employers simultaneously, unless otherwise noted.
- Job Location:** Consultant controls job location, under district discretion, whether on employer's site or not.
- Order of Work:** Consultant, rather than employer, determines order or sequence of steps in performance of work.
- No Interim Reports:** Only specific pre-determined reports defined in the consulting agreement.
- Basis of Payment:** Consultant paid for services rendered, if applicable (see Agreement #4); total compensation set in advance of starting the job.
- Business Expenses:** Consultant is responsible for incidental or special business expenses.
- Tools and Equipment:** Consultant furnishes the identified tools and equipment needed for the job.
- Significant Investment:** Consultant can perform services without using the employer's facilities. Consultant's investment in own trade is real, essential, and adequate.
- Possible Profit or Loss:** Consultant does these (check valid items):
 - Hires, directs, pays assistants
 - Has equipment, facilities
 - Has a continuing and recurring liability
 - Performs specific jobs for prices agreed-upon in advance
 - Lists services in Business Directory
 - Other (explain) _____
- Work for Multiple Employers:** Consultant may perform services for more than one employer simultaneously, unless otherwise noted.
- Services Available to the General Public** (check valid items):
 - Maintains an office
 - Business license
 - Business signs
 - Advertises services
 - Lists services in Business Directory
 - Other (explain) _____
- Limited Right to Discharge:** Consultant not subject to termination as long as contract specifications are met, unless otherwise noted (see Agreement #5 and #11).
- No Compensation for Non-Completion:** Responsible for satisfactory completion of job; no compensation for non-completion.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed:

CONSULTANT:	DISTRICT:
Typed Name of consultant (same as page 1):	
Disciplina Positiva	Anaheim Union High School District
Typed Name/Title of Authorized Signatory:	Typed Name of Assistant Superintendent:
Tony Orozco/Executive Director	Dr. Jaron Fried
Authorized Signature:	Signature of Assistant Superintendent:
	
Street Address:	Street Address:
800 S. Harbor Blvd. Suite 230	501 N. Crescent Way, P.O. Box 3520
City, State, Zip Code	City, State, Zip Code
Anaheim, CA 92805	Anaheim, CA 92803-3520
Date: 1/25/16	Date:

Mark Appropriately:

Independent/Sole Proprietor:	No
Corporation:	Yes
Partnership:	No
Other/Specify:	No

Social Security Number*or

Federal Identification Number*

	46-5335954
--	------------

*Or, initial below:

	I have completed a new IRS Form W-9 that will be submitted directly to AUHSD Accounting.
--	---

Telephone Number:

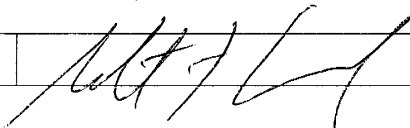
Email Address:

714-345-7029	info@disciplinapositiva.org
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If a company/corporation is being approved, the signature must be that of a responsible person. Typed company/corporation/individual's name must be identical to that on page 1.

PRINCIPAL/DISTRICT ADMINISTRATOR:

Signature of Principal or District Administrator:

Signature:		Date:	1-19-16
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ANAHEIM UNION HIGH SCHOOL DISTRICT
 501 Crescent Way—P.O. Box 3520
 Anaheim, CA 92803-3520

EDUCATIONAL CONSULTING AGREEMENT

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

18th	day of	February	2016
------	--------	----------	------

by and between

Disciplina Positiva

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:

Disciplina Positiva will provide one comprehensive six-session training program, designed to promote the development of positive communication between parents and their adolescent children, and to facilitate a connection between the family, the community, and the school. Workshops are taught in Spanish by experienced facilitators. The program's content will be tailored to the specific needs of the school. This workshop will be Positive Discipline Part II: Chores and Responsibilities, and will include helping parents face the challenges they are experiencing with responsibilities at home and at schools, and helping parents learn parenting tools that will help them connect to their children.
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Site/School:	Sycamore Junior High School	Funds (Cost Center):	Title I (3810)
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2. List of Other Supportive Staff or Consultants:

No other support is required.

3. Consultant shall commence providing services under this AGREEMENT on:

Date:	March 3, 2016
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and shall diligently perform as specified and complete performance by:

Date:	April 21, 2016
-------	----------------

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:

Consultants will be provided with the facilities to conduct the training, a list of parents who have indicated an interest in receiving the training, and child care as needed.

5. District shall pay Consultant the maximum amount of

\$4,000

for services rendered

to # of people:	60 parents	# hours per day:	2	# of days:	6 total
-----------------	---------------	------------------	---	------------	---------

pursuant to this AGREEMENT. Payment shall be made 15 to 30 days after receipt of invoice. Consultant shall submit an invoice to District.

6. District may at any time for any reason terminate this AGREEMENT. Written notice by the District's superintendent shall be sufficient to stop further performance of services by Consultant. The notice shall be deemed given when received or no later than three (3) days after the day of mailing, whichever is sooner.

7. Consultant agrees to and shall hold harmless and indemnify District, its officers, agents, and employees from every claim or demand and every liability or loss, damage, or expense of any nature whatsoever, which may be incurred by reason of:

- a. Liability for damages for death or bodily injury to person, injury to property, or any other loss, damage, expense sustained by Consultant or any person, firm, or corporation employed by Consultant upon or in connection with the services called for in this AGREEMENT except for liability for damages referred to above which result from the sole negligence or willful misconduct of District, its officers, employees, or agents.

- b. Any injury to or death of persons or damage to property, sustained by any persons, firm, or corporation, including the District, arising out of, or in any way connected with the services covered by this AGREEMENT, whether said injury or damage occurs either on or off school district property, except for liability for damages which result from the sole negligence or willful misconduct of the District, its officers, employees, or agents.

Consultant, at Consultant's expense, cost, and risk, shall defend any and all actions, suits, or other proceedings that may be brought or instituted against the District, its officers, agents, or employees on any such claim, demand, or liability and shall pay or satisfy any judgment/lawsuit reimbursement that may be rendered against the District, its officers, agents, or employees in any action suit, or other proceedings as a result thereof.

- 8. This AGREEMENT is not assignable without written consent of the parties hereto.
- 9. Consultant and assistants shall comply with all applicable federal, state, and local laws, rules, regulations, and ordinances, including Worker's Compensation.
- 10. Consultant, if an employee of another public agency, certifies that Consultant shall not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to the AGREEMENT.
- 11. The following is a brief description of what will be achieved by Consultant as a result of this AGREEMENT:

Parents will learn, through a series of experiential activities, skills that will help them face the challenges they are experiencing with responsibilities at home and at school. Parents will gain parenting tools that will help them connect to their children through family meetings, individual outings, routines, and problem resolutions. As a result, children will improve their self-esteem by achieving good grades and will be more motivated to pursue a higher education by having parents who will teach them the benefits of chores and responsibilities.

- 12. What are the technical reasons Consultant is being hired as an Independent Contractor rather than an employee?

Currently, there is a great need and demand for positive discipline training for parents within the Sycamore Junior High School Community. This need can be met best by contracting with a trusted and reputable consultant, such as Disciplina Positiva. All Disciplina Positiva trainers are members of the internationally recognized Positive Discipline Association (PDA) and are certified positive discipline trainers. PDA parent education curriculum is based on the work of twentieth century psychiatrist Alfred Adler, who valued a sense of community and contributing to the well-being of the group. Disciplina Positiva comes highly recommended by several local elementary schools, as well as schools within our own district.

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

Technical support will not be required.

**COMMON-LAW FACTORS
(IRS Revenue Rule 87-41)**

Mark all items that are true for the intended Consultant (if completing on-line, double click the box to mark):

- No Instructions:** The consultant will not be required to follow explicit instructions to accomplish the job.
- No Training:** The consultant will not receive training provided by the employer. The consultant will use independent methods to accomplish the work.
- Work Not Essential to the Employer:** The employer's success or continuation does not depend on the services of the consultant.
- Right to Hire Others:** The consultant is being hired to provide a result and will have the right to hire others for actual work, unless otherwise noted.
- Control of Assistants:** Assistants hired at consultant's discretion; consultant responsible for hiring, supervising, paying of assistants.
- Not a Continuing Relationship:** If frequent, will be at irregular intervals, on call, or whenever work is available.
- Own Work Hours:** Consultant will establish work hours for the job.
- Time to Pursue Other Work:** Since specific hours are not required, consultant may work for other employers simultaneously, unless otherwise noted.
- Job Location:** Consultant controls job location, under district discretion, whether on employer's site or not.
- Order of Work:** Consultant, rather than employer, determines order or sequence of steps in performance of work.
- No Interim Reports:** Only specific pre-determined reports defined in the consulting agreement.
- Basis of Payment:** Consultant paid for services rendered, if applicable (see Agreement #4); total compensation set in advance of starting the job.
- Business Expenses:** Consultant is responsible for incidental or special business expenses.
- Tools and Equipment:** Consultant furnishes the identified tools and equipment needed for the job.
- Significant Investment:** Consultant can perform services without using the employer's facilities. Consultant's investment in own trade is real, essential, and adequate.
- Possible Profit or Loss:** Consultant does these (check valid items):
 - Hires, directs, pays assistants
 - Has equipment, facilities
 - Has a continuing and recurring liability
 - Performs specific jobs for prices agreed-upon in advance
 - Lists services in Business Directory
 - Other (explain) _____
- Work for Multiple Employers:** Consultant may perform services for more than one employer simultaneously, unless otherwise noted.
- Services Available to the General Public** (check valid items):
 - Maintains an office
 - Business license
 - Business signs
 - Advertises services
 - Lists services in Business Directory
 - Other (explain) _____
- Limited Right to Discharge:** Consultant not subject to termination as long as contract specifications are met, unless otherwise noted (see Agreement #5 and #11).
- No Compensation for Non-Completion:** Responsible for satisfactory completion of job; no compensation for non-completion.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed:

CONSULTANT:	DISTRICT:
--------------------	------------------

Typed Name of consultant (same as page 1):

Disciplina Positiva	Anaheim Union High School District
---------------------	---

Typed Name/Title of Authorized Signatory:

Typed Name of Assistant Superintendent:

Tony Orozco/Executive Director	Dr. Jaron Fried
--------------------------------	------------------------

Authorized Signature:

Signature of Assistant Superintendent:

	
---	--

Street Address:

Street Address:

800 S. Harbor Blvd. Suite 230	501 N. Crescent Way, P.O. Box 3520
-------------------------------	---

City, State, Zip Code

City, State, Zip Code

Anaheim, CA 92805	Anaheim, CA 92803-3520
-------------------	-------------------------------

Date:

Date:

1/8/2016	
----------	--

Mark Appropriately:

Independent/Sole Proprietor:	No
Corporation:	Yes
Partnership:	No
Other/Specify:	No

Social Security Number*or

Federal Identification Number*

	46-5335954
--	------------

*Or, initial below:

T.O	I have completed a new IRS Form W-9 that will be submitted directly to AUHSD Accounting.
-----	---

Telephone Number:

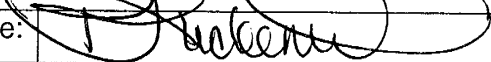
Email Address:

714-345-7029	info@disciplinapositiva.org
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If a company/corporation is being approved, the signature must be that of a responsible person. Typed company/corporation/individual's name must be identical to that on page 1.

PRINCIPAL/DISTRICT ADMINISTRATOR:

Signature of Principal or District Administrator:

Signature: 	Date: 2/5/16
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**Independent Contractor Agreement
between the Anaheim Union High School District and
the Anaheim Family YMCA**

This agreement, made and entered into this day of **February 19, 2016** by and between the Anaheim Union High School District, hereinafter referred to as "District," and Anaheim Family YMCA, hereinafter referred to as "YMCA", as follows:

Whereas, the District has been awarded a California Department of Education After School Education and Safety Program direct grant in the amount of \$797,964 for the fiscal year **July 1, 2015 through June 30, 2016**.

Whereas, the District wishes to subcontract with the YMCA to provide the program administration, staffing, equipment, materials, training, data collection, and evaluation for the program at Ball, Brookhurst, Dale, Orangeview, South and Sycamore Junior High school sites in the District according to the plan approved by the California Department of Education;

It is hereby agreed as follows:

1. The YMCA agrees to provide the required administration, staff and materials to operate the program and to abide by all mandated California Department of Education requirements and District and YMCA Board policy, including but not limited to, fingerprinting all program staff and the recording of all student attendance in the manner prescribed by the State.
2. The YMCA further agrees to complete all reports required by the State according to the prescribed schedule. The YMCA will submit a copy of these reports to the District. The district has access to the State online system (ASSIST) and can view these reports at any time.
3. The YMCA agrees to allow access to all program records as necessary so that District auditors may comply with state audit guidelines.
4. The District agrees to provide adequate space and other resources for the program to operate as per agreed upon standards.
5. Payment from the District to the YMCA will follow the payment schedule of the State to the District. Upon receipt of grant funds and an invoice from the YMCA, the District will forward to the YMCA the amount received. The anticipated payment schedule is as follows:


- 65% of total grant award to be received between June and July
- 25% of total grant award to be received between February and March
- 10% of total grant award to be received upon final reconciliation of the annual grant

In the event of a delay of funds from the State, the YMCA and the District will negotiate an adjusted payment schedule to ensure the uninterrupted continuation of the program.

6. The YMCA must expend all funds received according to the budgets approved by the California Department of Education. Any budget changes must be approved by the CDE before funds can be reallocated and spent.
7. The maximum funding for 2015-2016 shall be \$797,964 plus any carryover.
8. The District will retain the maximum allowable indirect rate of 5% of expenditures for indirect costs.

In witness whereof, duly authorized representatives of the parties have signed in confirmation of this agreement.

Independent Contractor

By: 
 President and CEO
 Date: 1/28/16

Name: Richard W. Good
 Address: Anaheim Family YMCA
 240 S. Euclid
 Anaheim, CA 92802
 Phone: (714)635-9622
 Tax I.D. # 95-1709299

Anaheim Union High School District

By: _____
 Superintendent
 Date: _____

Instructional Materials Submitted for Display

February 18, 2016

February 18, 2016-March 10, 2016

Curriculum	Basic/ Suppl.	Course Name (Number)	GR	Title	Publisher
English	Suppl.	AP Literature (1555)	11-12	<i>The Awakening</i>	Penguin
English	Suppl.	AP Literature (1555)	11-12	<i>Going After Cacciato</i>	Broadway Books
English	Suppl.	AP Literature (1555)	11-12	<i>The Handmaid's Tale</i>	Doubleday
English	Suppl.	AP Literature (1555)	11-12	<i>Alice's Adventures in Wonderland</i>	Dover
English	Suppl.	AP Literature (1555)	11-12	<i>Through the Looking-Glass</i>	Dover
English/ELD	Suppl.	ELD/Academic Language Development (1946)	7-12	<i>American Born Chinese</i>	Square Fish
English/ELD	Suppl.	ELD/Academic Language Development (1946)	7-12	<i>A Fire in My Hands</i>	Houghton Mifflin Harcourt
Science	Basic	IB SL Biology (5301)	11-12	<i>Biology Course Companion for the IB Diploma Program, 2014 Edition</i>	Oxford University Press
IB Program	Basic	Film IB/SL (0753) Film IB/HL2 (0755)	11-12	<i>Looking at Movies</i>	W.W. Norton & Company

Curriculum	Basic/ Suppl.	Course Name (Number)	GR	Title	Publisher
World Languages	Basic	Japanese 2 (2225)	9-12	<i>Adventures in Japanese 2, 4th Edition</i>	Cheng & Tsui Co.

SCHEDULE A

**STUDENT IN NONPUBLIC SCHOOL UNDER EC 56030
Residential School Year 2015-2016**

STUDENT	DOB	GRADE	BOARD APPROVAL DATE	RESIDENTIAL SCHOOL	TOTAL CONTRACT COST*
SYS - 142	9/25/2000	9	2/18/16	Del Sol School	\$21,024.00

SCHEDULE A

**STUDENT IN NONPUBLIC SCHOOL UNDER EC 56030
Residential School Year 2015-2016**

STUDENT	DOB	GRADE	BOARD APPROVAL DATE	RESIDENTIAL SCHOOL	TOTAL CONTRACT COST*
SYS – 127	1/13/2000	10	2/18/2016	Oak Grove Center	\$31,555.00

Field Trip Report

Board of Trustees

February 18, 2016

1. Anaheim High School: HOSA (1 student-female)
 Adviser/Lead Chaperone: Elizabeth McPeak (female)
 Chaperones: Elizabeth McPeak

 To: Anaheim, CA
 Dates: April 7, 2016, to April 10, 2016
 Purpose: HOSA-Future Health Professional State Leadership Conference
 Expenses: ASB/Club Fundraisers–accommodations
 Parent/Student- registration, meals, transportation
 Booster Club- none

 Number of school days missed for this trip: 2
 Number of school days missed previously: 0
 Total number of days missed by this group: 2

2. Cypress High School: HOSA (1 student-male)
 Adviser/Lead Chaperone: Elizabeth McPeak (female)
 Chaperones: Cornelio Pascual (male)

 To: Anaheim, CA
 Dates: April 7, 2016, to April 10, 2016
 Purpose: HOSA-Future Health Professional State Leadership Conference
 Expenses: ASB/Club Fundraisers–accommodations
 Parent/Student- registration, meals, transportation
 Booster Club- none

 Number of school days missed for this trip: 2
 Number of school days missed previously: 0
 Total number of days missed by this group: 2

3. Kennedy High School: Virtual Enterprise (8 students-male)
 Adviser/Lead Chaperone: Michael Gasinski (male)
 Chaperones: Michael Gasinski and Catherine Fong

 To: Oakland, CA
 Dates: March 5, 2016, to March 6, 2016
 Purpose: Trade Fair/Competition
 Expenses: ASB/Club Fundraisers– registration
 Parent/Student- meals, transportation, accommodations
 Booster Club- none

 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

Field Trip Report

Board of Trustees

February 18, 2016

4. Kennedy High School: Key Club (2 students)
Adviser/Lead Chaperone: Terrence Rollerson (male)
Chaperones: Terrence Rollerson (male)

To: Sacramento, CA
Dates: April 8, to April 10, 2016
Purpose: Annual Key Club Convention
Expenses: ASB/Club Fundraisers- registration, transportation, accommodations
Parent/Student- none
Booster Club- none

Number of school days missed for this trip: 1
Number of school days missed previously: 0
Total number of days missed by this group: 1

5. Kennedy High School: FBLA (16 students- 8 female and 8 male)
Adviser/Lead Chaperone: Beau Gasinski (male)
Chaperones: Beau Gasinski (male) and Julie Foy (female)

To: Ontario, CA
Dates: April 15, 2016, to April 17, 2016
Purpose: Competitions/Keynote Speakers
Expenses: ASB/Club Fundraisers-transportation
Parent/Student- registration, meals, accommodations
Booster Club- none

Number of school days missed for this trip: 1
Number of school days missed previously: 0
Total number of days missed by this group: 1

6. Kennedy High School: The Shamrock Newspaper (8-12 students-female)
Adviser/Lead Chaperone: Catherine Fong (female)
Chaperones: Catherine Fong and Katrina Tweed (if over 8 students)

To: Los Angeles, CA
Dates: April 15, 2016, to April 17, 2016
Purpose: JEA National High School Journalism Convention
Expenses: ASB/Club Fundraisers- registration, transportations, accommodations,
substitutes
Parent/Student- meals, accommodations
Booster Club- none

Number of school days missed for this trip: 1
Number of school days missed previously: 0
Total number of days missed by this group: 1

7. Loara High School: HOSA (1 student-female)

Field Trip Report

Board of Trustees

February 18, 2016

Adviser/Lead Chaperone: Elizabeth McPeak (female)
Chaperones: Elizabeth McPeak (female)

To: Anaheim, CA
Dates: April 7, 2016, to April 10, 2016
Purpose: HOSA-Future Health Professional State Leadership Conference
Expenses: ASB/Club Fundraisers–accommodations
Parent/Student- registration, meals, transportation
Booster Club- none

Number of school days missed for this trip: 2
Number of school days missed previously: 0
Total number of days missed by this group: 2

8. Magnolia High School: Foreign Language Association of Orange County (5 students-3 females, 2 males)
Adviser/Lead Chaperone: Jacky Rodela (female)
Chaperones: Jacky Rodela (female)

To: Big Bear, CA
Dates: March 4, 2016, to March 6, 2016
Purpose: To immerse the students into the French language and culture. Students will be able to engage in cultural activities and conversation in the target language.
Expenses: ASB/Club Fundraisers– registration, meals, transportations, accommodations, substitutes
Parent/Student- registration, meals, transportations, accommodations, substitutes
Booster Club- none

Number of school days missed for this trip: 1
Number of school days missed previously: 0
Total number of days missed by this group: 1

9. Oxford Academy: Speech & Debate (10 students-5 male, 5 female)
Adviser/Lead Chaperone: Michael Murray (male)
Chaperones: Michael Murray (male), Rick Magana (male), Maha Iyer (female)

To: San Diego, CA
Dates: March 19, 2016, to March 20, 2016
Purpose: National Tournament
Expenses: ASB/Club Fundraisers– none
Parent/Student- meals, transportation, accommodations
Booster Club- registration

Number of school days missed for this trip: 0
Number of school days missed previously: 6

Field Trip Report

Board of Trustees

February 18, 2016

Total number of days missed by this group: 6

10. Oxford Academy: HOSA State Leadership Convention (30 students- 7 male, 23 female)
Adviser/Lead Chaperone: Dan Cullinane (male)
Chaperones: Dan Cullinane (male), Keri Lam (female), Gita Bandyopadhyay (female),
Kathy Wa (female)

To: Anaheim, CA
Dates: April 7, 2016, to April 10, 2016
Purpose: To attend and compete in the HOSA State Leadership Convention
Expenses: ASB/Club Fundraisers- registration, accommodations, substitutes
Parent/Student- registration, meals, accommodations, substitutes
Booster Club- none

Number of school days missed for this trip: 2
Number of school days missed previously: 0
Total number of days missed by this group: 2

11. Oxford Academy: Speech and Debate Tournament (20 students- 12 male, 8 female)
Adviser/Lead Chaperone: Michael Murray (male)
Chaperones: Michael Murray (male), Rick Magana (male), Maha Iyer (female)

To: San Jose, CA
Dates: April 14, 2016, to April 18, 2016
Purpose: To compete in State Championship
Expenses: ASB/Club Fundraisers- none
Parent/Student- meals, transportation, accommodations
Booster Club- registration

Number of school days missed for this trip: 2
Number of school days missed previously: 6
Total number of days missed by this group: 8

12. Savanna High School: STEAM Academy (2 students- 1 females, 1 male)
Adviser/Lead Chaperone: Julianne Nielsen (female) and Allen Stuart (male)
Chaperones: Julianne Nielsen (female) and Allen Stuart (male)

To: Dana Point, CA
Dates: February 26-28, 2016
Purpose: POPS Youth Summit
Expenses: ASB/Club Fundraisers- none
Parent/Student- transportation
Booster Club- none

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

Field Trip Report

Board of Trustees

February 18, 2016

13. Savanna High School: Softball (16 students- 16 females)
Adviser/Lead Chaperone: Mike Willey (male)
Chaperones: Mike Willey (male), Kathy Deeds (female), Vivian Garcia (female), Sarah Strong (female)

To: Las Vegas, NV
Dates: March 10, 2016, to March 12, 2016
Purpose: Softball Tournament
Expenses: ASB/Club Fundraisers- none
Parent/Student- none
Booster Club- registration, meals, transportation, accommodations

Number of school days missed for this trip: 2
Number of school days missed previously: 0
Total number of days missed by this group: 2

14. Western High School: Key Club (7 students)
Adviser/Lead Chaperone: Tori Rittel (female)
Chaperones: Joe Carter (male) and Karina Corona (female)

To: Sacramento, CA
Dates: April 8, 2016, to April 10, 2016
Purpose: To attend workshops and receive training in leadership, recognition of community service hours, etc
Expenses: ASB/Club Fundraisers- none
Parent/Student- registration, meals, transportation, accommodations
Booster Club- none

Number of school days missed for this trip: 1
Number of school days missed previously: 1
Total number of days missed by this group: 2

Human Resources Division, Certificated Personnel

Board of Trustees
February 18, 2016

1. Leaves of Absence:

Kough, Kris, for military leave, with pay and with health benefits on 2/19/16.

Kough, Kris, for military leave, with pay and with health benefits from 2/23/16 through the end of the working day on 2/26/16.

Rae, Derek, for health reasons, without pay and without health benefits from 11/2/16 through the end of the working day on 2/29/16.

2. Employment:

A. Teacher(s)/Probationary:

		<u>Column</u>	<u>Step</u>
Fullmer, Austin	2/4/16	3	1

B. Counselor(s)/Temporary:

		<u>Column</u>	<u>Step</u>
Bessonov, Victoria	1/22/16	3	1

C. Speech-Language Pathologist/Probationary:

		<u>Column</u>	<u>Step</u>
DeRosa, Sherry	2/9/16	4	9

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

Acevedo-Yzarraraz, Jonathan	1/12/16	Mendez, Jovani	1/29/16
Borwell, Allison	1/12/16	Milord, Christian	2/4/16
Castillo, Ana Karen	1/8/16	Pearson-Granados, Josue	2/3/16
Cedarholm, William	2/3/16	Wilson, Shelly	1/20/16
Deltondo, Christina	2/2/16		

E. Administrator reassignments, effective as noted:

		<u>Range</u>	<u>Step</u>
Cho, Esther	1/11/16	21	3
Interim Assistant Principal-Junior High School Orangeview Junior High School			
Krueger, Celeste	1/11/16	25	1
Interim Coordinator, Special Youth Services			
Lopez, Alicia	1/11/16	21	6
Interim Assistant Principal-Junior High School Sycamore Junior High School			

Human Resources Division, Certificated Personnel

Board of Trustees
February 18, 2016

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3. Extra Service Compensation:

Extended School Year (ESY) Administrator Stipend (REVISED), for the following individual(s) who served as principal administrator of ESY, June 22 through July 17, 2015, at the total amount specified: (General Funds)

Gladysz-Brown, Jennifer	\$2,500
Konrad, Alison	\$1,250
Saldana, Joe	\$1,250
Santiago, Rafael	\$1,250

4. Pay adjustments for the following military instructors for the JROTC/NJROTC program unless otherwise noted by military contract, effective as noted:

	<u>Salary</u>	<u>Effective</u>
Knight, John	\$8,801.03	1/1/16
Miles, Noel	\$6,420.12	12/1/15
Purkins, Charles	\$7,247.52	10/1/15
Purkins, Charles	\$7,638.99	1/1/16

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:

	<u>From</u>	<u>To</u>	<u>Effective</u>
Andrade, Cristanta	3 11	4 11	1/4/16
Chaldu, Chayne	2 11	3 11	1/4/16
DeNunno, Megan	2 2	3 2	1/4/16
Fleischman, Charry	3 11	4 11	1/4/16
Fullmer, Austin	3 1	4 1	2/4/16
Garcia, Berenisse	1 1	2 1	1/4/16
Garcia, Christine	2 11	3 11	1/4/16
Garcia, Liliana	3 11	4 11	8/10/15
Hernandez, Peter	3 2	4 2	1/4/16
Jimenez, William	3 2	4 2	1/4/16
Johnson, Kendra	1 1	3 1	1/12/16
Norkin, Lyndi	2 4	3 4	1/4/16
Okula, Eric	3 3	4 3	1/4/16
Rubio, Gabriela	3 8	4 8	1/4/16
Tweed, Katrina	3 11	4 11	1/4/16
Zahur, Ziat	2 2	3 2	1/4/16

6. Per ASTA/AUHSD agreement approved on February 12, 2015, Longevity Date corrections for the following individuals who were previously Board approved on May 14, 2015, and revised as follows, effective upon approval by the Board of Trustees:

<u>NAME</u>	<u>CORRECTED LONGEVITY DATE</u> <i>(Approved May 14, 2015)</i>	<u>REVISED LONGEVITY DATE</u>
Yourstone, Jeffrey	9/1/1995	9/1/1996

Human Resources Division, Certificated Personnel

Board of Trustees
February 18, 2016

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7. Volunteer Employee Aides, with coverage by Workers' Compensation Insurance, effective as noted:

Ambroisi, Maricela	1/12/16	Miranda, Nina	01/21/16
AndazolaAndazola, Irma	2/3/16	Mustafa, Anthony	01/20/16
Angulo, Kevin	1/19/2016	Palacios, Maite	01/13/16
Badillo Jr. , Felix	01/19/16	Phuong, Julie	01/23/16
Barajas, JavierJr.	1/20/2016	Primack, Krytina	1/26/16
Bryson, Michael	2/5/16	Ragas Rey, Liza	1/20/2016
Bujarski, Jessica	1/12/16	Reardon Hernandez, Carrie	1/29/16
Campo, Enrique	1/27/16	Recio, Daniel	2/3/16
Ching, Jessica	01/20/16	Resendiz Mrtz, Marcos	1/14/16
Davis, Maria	1/13/2016	Rueda, Eric	2/1/16
Diaz, Adriana	1/27/16	Sadiq, Frieshta	1/19/2016
Fakouri, Rajim	1/19/16	Sanchez, Yisela	2/5/16
Fierro Campos, Henry	1/5/16	Sasakiwilliams, Rika	1/23/2016
Galaviz, Deanna	01/11/16	Sims, Kiedra	1/12/16
Hernandez, Lina	1/31/16	Sinohui, Carrie	01/24/16
Islam, Nicole	2/3/16	Solis, Geisy	01/20/16
Jimenez, Jonathan	1/12/2016	Spencer, Kristy	01/27/16
Joson, Joseph	01/26/16	Sung, Youhsing	01/20/16
Kieu, Chi	01/19/16	Ta, Luong	01/22/16
Lazo, Keirin	3/6/1992	Tomassene, Pamela	01/20/16
Luciano, Pablo	01/28/16	Tomoyuik Katsumata, Peter	01/14/16
Martinez, Wuendy	1/30/2016	Vey, Shannon	1/24/2016
McGechie, Amber	1/31/16	Vlasic, Maria	02/05/16
Mendez, Erica	04/02/92	Willis, J. Michael	1/29/16
Michel, Maria	2/3/16		

8. Extra Service Assignments, employment effective as noted:

Classified:

	<u>Salary</u>	<u>Term</u>	<u>Effective</u>
<u>Anaheim</u>			
Melendez, Daniel Wrestling, Girls, Head Varsity	\$3,704	Season	11/7/15
Pappas, Daniel Accompanist	\$725.50	2 nd Semester	1/4/16
<u>Katella</u>			
Morrill, John Wrestling, Girls, Head Varsity	\$3,704	Season	11/7/15
Weiss, Garrett Waterpolo, Asst./Lower Level	\$2,666	Season	11/7/15
<u>Kennedy</u>			
Brambila, Hector Colorguard	\$4,805	Year	8/10/15

Human Resources Division, Certificated Personnel

Board of Trustees
February 18, 2016

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Gutierrez-Garcia, Arturo Soccer, Boys, Asst./Lower Level	\$1,500	Season	11/7/15
Major, Erice Basketball, Boys, Asst./Lower Level	\$2,956	Season	11/7/15
Owens, Joshua Waterpolo, Asst/Lower Level	\$2,666	Season	11/7/15
<u>Magnolia</u> Diller, Andrew Baseball, Asst./Lower Level	\$2,956	Season	2/13/16
Nguyen, Dianna Volleyball, Asst./Lower Level	\$2,666	Season	2/13/16
Velasco, Wilfredo Track, Boys, Head Varsity	\$3,704	Season	2/13/16
<u>Oxford</u> Lorentzen, Steve Jazz Band-High School	\$1,355	Year	8/10/15
<u>Savanna</u> Avila, Elizabeth Track, Girls, Head Varsity	\$3,704	Season	2/13/16
Chew, Richard Basketball, Girls, Asst./Lower Level	\$2,956	Season	11/7/15
Cummings, Kenneth Basketball, Boys, Asst./Lower Level	\$2,956	Season	11/7/15
Gaze, Miriam Wrestling, Girls, Varsity	\$3,704	Season	11/7/15
Hernandez, Noami Soccer, Girls, Head Varsity	\$2,956	Season	11/7/15
Konrad, John Basketball, Boys, Head Varsity	\$3,704	Season	11/7/15
Van Sickle, Jeff Basketball, Girls, Asst./Lower Level	\$2,956	Season	11/7/15
<u>Sycamore</u> Kolokawski, Larry Accompanist	\$1,451	Year	8/10/16

Human Resources Division, Certificated Personnel

Board of Trustees
February 18, 2016

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Western

Chew, Richard Volleyball, Head Varsity	\$2,956	Season	2/13/16
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Davis, Michael Softball, Head Varsity	\$3,704	Season	2/13/16
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Human Resources Division, Classified Personnel

Board of Trustees
February 18, 2016

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1. **Retirements/Resignations/Terminations, effective as noted:**

	<u>Location:</u>	<u>Effective:</u>
Del Rio, Doria Secretary – School Support (Bilingual)	Gilbert High School	01/15/2016
Dubon, Karen Food Service Assistant I	Katella High School	01/22/2016
Escobar, Jose AVID Tutor	Anaheim High School	09/24/2015
Fuentes, Abraham Office Assistant (Bilingual)	Loara High School	02/02/2016
Mendoza, Gloria Food Service Assistant II	Magnolia High School	08/12/2016
Miller, Renee Bus Driver	Transportation Department	01/12/2016
Rivero, Gerard Language Testing Assistant	English Learner Office	02/01/2016
Taylor, Nicole Food Service Assistant I	Anaheim High School	12/18/2015
Zaizar, Yolanda Food Service Assistant I	Magnolia High School	05/30/2016

2. **Leaves of Absence:**

Crisp, Janet, to care for a family member under the Family Medical Leave Act, without pay and with health benefits from 1/4/16 through the end of the working day on 1/20/16.

Feruglio, Marcelo, for educational purposes, without pay and without health benefits from 1/4/16 through the end of the working day on 5/26/16.

Peralta, Lance, for educational purposes, without pay and without health benefits from 2/2/16 through the end of the working day on 5/26/16.

Vera, Carlos, for educational purposes, without pay and without health benefits from 2/1/16 through the end of the working day on 5/26/16.

Human Resources Division, Classified Personnel

Board of Trustees
February 18, 2016

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3. Employment , effective as noted:

	<u>Range/Step:</u>	<u>Effective:</u>
Permanent Employees:		
Berry, Ronald Bus Driver	55/01	01/27/2016
Chylinski, Tori Instructional Assistant – Specialized Academic Instruction	43/01	01/29/2016
Doiron, David Bus Driver	55/01	01/27/2016
Edmondson, Robert Instructional Assistant – Specialized Academic Instruction	43/01	01/28/2016
Garcia, Angie Instructional Assistant – Behavioral Support	51/01	02/09/2016
Garcia, Cindy Instructional Assistant – Specialized Academic Instruction	43/01	02/09/2016
Mazariego, Kelly Instructional Assistant – Behavioral Support	51/01	02/02/2015
Morales-Cano, Paulina District Receptionist	51/01	02/01/2016
Navarro, Jocelyn AVID Tutor	\$14.53/Hr.	01/22/2016
Nguyen, Joyceline Instructional Assistant – Specialized Academic Instruction	43/01	01/26/2016
Ochoa, Cirilo Bus Driver	55/01	01/27/2016
Rodriguez, Monique AVID Tutor	\$14.53/Hr.	12/16/2015
Strauss, Arielle Instructional Assistant – Specialized Academic Instruction	43/01	01/27/2016
Thomas, Noel Bus Driver	51/01	01/27/2016

Human Resources Division, Classified Personnel

Board of Trustees
February 18, 2016

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Valerio, Geovannie Bus Driver	55/01	01/27/2016
Valle Yesica Instructional Assistant – Specialized Academic Instruction	43/01	01/26/2016
Zelaya, Kevin Bus Driver	55/01	01/27/2016

Substitute Employees:

Acosta, Leanna Babysitter	43/01	01/22/2016
Anthony, Parvaneh Substitute Instructional Assistant – Adult Transition	51/01	01/19/2016
Anthony, Parvaneh Substitute Instructional Assistant – Behavioral Support	51/01	01/19/2016
Anthony, Parvaneh Substitute Instructional Assistant – Special Abilities	51/01	01/19/2016
Anthony, Parvaneh Substitute Instructional Assistant – Specialized Academic Instruction	43/01	01/19/2016
Barba, Stephanie Babysitter	43/01	01/19/2016
Cordero, Danyelle Substitute Instructional Assistant – Adult Transition	51/01	01/22/2016
Cordero, Danyelle Substitute Instructional Assistant – Behavioral Support	51/01	01/22/2016
Cordero, Danyelle Substitute Instructional Assistant – Special Abilities	51/01	01/22/2016
Dorantes, Karen Babysitter	43/01	01/12/2016
Del Rio, Doria Substitute Secretary - Attendance	51/01	01/25/2016

Human Resources Division, Classified Personnel

Board of Trustees
February 18, 2016

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Elizondo, Anthony Substitute Instructional Assistant – Special Abilities	51/01	02/03/2016
Fuentes, Abraham Substitute Instructional Assistant – Adult Transition	51/01	02/04/2016
Fuentes, Abraham Substitute Instructional Assistant – Behavioral Support	51/01	02/04/2016
Fuentes, Abraham Substitute Instructional Assistant – Special Abilities	51/01	02/04/2016
Fuentes, Abraham Substitute Instructional Assistant – Specialized Academic Instruction	43/01	02/04/2016
Garcia, Jacob Substitute Campus Safety Aide	41/01	01/26/2016
Gutierrez, Anna Babysitter	43/01	01/15/2016
Herrera, Julia Babysitter	43/01	01/19/2016
Lemus-Leon, Nancy Substitute School Community Liaison	47/01	01/08/2016
Millan, Karina Substitute Secretary - Attendance	51/01	01/19/2016
Moreno de Jesus Substitute Custodian	48/01	01/13/2016
Nguyen, Joyceline Substitute Instructional Assistant – Specialized Academic Instruction	43/01	01/12/2016
Ramirez-Carpinteyro, Raquel Babysitter	43/01	01/28/2016
Sandoval, Adriana Babysitter	43/01	01/22/2016
Vallejo, Diane Babysitter	43/01	01/25/2016

Human Resources Division, Classified Personnel

Board of Trustees
February 18, 2016

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Villicana, Pedro Substitute Instructional Assistant – Behavioral Support	51/01	01/12/2016
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Villicana, Pedro Substitute Instructional Assistant – Special Abilities	51/01	01/12/2016
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Promotions:

Janec, Jack Maintenance Foreman	06/10	02/01/2016
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4. Workability, current minimum wage or stipend of \$256 effective as noted:
(Workability Grant Funds)

	<u>Effective</u>
Alvarado, Guadalupe	01/15/2016
Aranda, Gus	01/11/2016
Canongo, Gabriela	01/11/2016
Castro, Daniel	01/19/2016
Flores, Jesus	01/11/2016
Geronimo, Clark	01/21/2016
Gonzalez, Dominique	01/25/2016
Gutierrez, Ashley	01/27/2016
Hanania, Nicholas	01/11/2016
Hernandez, Brian	01/19/2016
Hernandez, Jaquelyn	01/21/2016
Ibarra, Crystal	01/21/2016
Jones, Jacob	01/19/2016
Lopez, Jasmine	01/19/2016
McGuire, Ryan	01/19/2016
Morelos, Steven	01/11/2016
Olivarez, Cliserio	01/11/2016
Ramirez, Berenice	01/15/2016
Rodriguez, Cipriano	01/11/2016

ANAHEIM UNION HIGH SCHOOL DISTRICT

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

BOARD OF TRUSTEES
Minutes
Thursday, December 10, 2015

UNADOPTED**1. CALL TO ORDER–ROLL CALL**

Board President Randle-Trejo called the regular meeting of the Anaheim Union High School District Board of Trustees to order at 2:45 p.m.

Present: Annemarie Randle-Trejo, president; Anna L. Piercy, clerk; Katherine H. Smith, assistant clerk; Brian O'Neal and Al Jabbar, members; Michael B. Matsuda, superintendent; Dianne Poore, and Jaron Fried, Ed.D., assistant superintendents; Brad Jackson, interim assistant superintendent; and Jeff Riel, District counsel.

2. ADOPTION OF AGENDA

Staff requested the following amendments to the agenda:

- Remove item 2.5.
- Replace Exhibit B to include U.S. Congressman Alan Lowenthal, 47th District.
- Item 16.6, change this from an information item to an action item.
- Item 16.17, remove the organization applications for AVID Club, Katella High School, and Katella Forensic Science Club/CSI Club, Katella High School.
- Item 17.5, change the report start date from October 27, 2016, to October 27, 2015.

On the motion of Trustee O'Neal, duly seconded and unanimously carried, following discussion, the Board of Trustees adopted the agenda as amended.

2.5 ITEM OF BUSINESS

This item was pulled prior to the adoption of the agenda.

3. PUBLIC COMMENTS, CLOSED SESSION ITEMS

There were no requests to speak.

4. CLOSED SESSION

The Board of Trustees entered closed session at 2:49 p.m. and returned to open session at 6:15 p.m. Closed session continued at the conclusion of open session, at 10:00 p.m.

5. **STUDENT PRESENTATION**

Students from the Hope School Performing Arts Department, under the direction of Julie Hann and Melissa Saunders, performed.

6. **RECONVENE MEETING, PLEDGE OF ALLEGIANCE, AND CLOSED SESSION REPORT OUT**

6.1 **Reconvene Meeting**

The Board of Trustees reconvened into open session at 6:15 p.m.

6.2 **Pledge of Allegiance and Moment of Silence**

Student Representative to the Board of Trustees Sophia Soliman led the Pledge of Allegiance to the Flag of the United States of America and provided a moment of silence.

6.3 **Closed Session Report**

Board Clerk Piercy reported the following actions taken during closed session with the exception of item 6.3.2, which was reported when the Board of Trustees returned to open session at 11:25 p.m.

- 6.3.1 No reportable action taken regarding public employee performance evaluation, superintendent.
- 6.3.2 No reportable action taken regarding negotiations.
- 6.3.3 Pursuant to Government Code Section 54956.9 (a), the Board of Trustees unanimously voted to approve the settlement agreement in OAH Case No. 2015100538 resolving all outstanding issues by modifying student's placement and reimbursing parent \$6,500 for educationally-related fees and costs.
- 6.3.4 No reportable action taken regarding anticipated litigation.
- 6.3.5 No reportable action taken regarding personnel.
- 6.3.6 The Board of Trustees took formal action, with a 5-0 vote, to dismiss employee HR-2015-16-04.
- 6.3.7 No reportable action taken regarding employee HR-2015-16-06.
- 6.3.8 The Board of Trustees took formal action, with a 5-0 vote, to accept the settlement agreement for employee HR-2015-16-07.
- 6.3.9 The Board of Trustees took formal action, with a 5-0 vote, to accept the settlement agreement for employee HR-2015-16-08.
- 6.3.10 The Board of Trustees took formal action, with a 5-0 vote, to accept the settlement agreement for employee HR-2015-16-09.
- 6.3.11 The Board of Trustees took formal action to approve the expulsion of the following students.

1. 15-08 under Education Code 48900(b), 48900(f), and 48900(j)
2. 15-10 under Education Code 48900(c) and 48915(a)(3)
3. 15-14 under Education Code 48900(c) and 48915(c)(3)
4. 15-15 under Education Code 48900(c) and 48915(a)(3)
5. 15-17 under Education Code 478900(b) and 48900(c)
6. 15-18 under Education Code 48900(a)(2), 48915(a)(5), and 48915(b)(2)
7. 15-19 under Education Code 48900(a)(1), 48915(a)(5), and 48915(b)(2)
8. 15-21 under Education Code 48900(c)(2) and 48900(b)
9. 15-22 under Education Code 48900(a)(1) and 48915(b)(1)

7. **INTRODUCTION OF GUESTS**

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

In addition, Board of Trustees' President Randle-Trejo introduced Paul Andresen, personnel commissioner; Larry Larsen, Anaheim High School Alumni Association spirit award/scholarship chairman; Leah Winter, ASCPTA president; and Lisa Eck, regional uniSERV staff.

8. **BOARD OF TRUSTEES' RECOGNITION**

8.1 **Anaheim Secondary Council Parent/Teacher Association (ASCPTA) Reflections Winners**

Each year, the PTA Reflections program challenges students to create art inspired by a specific theme. This year's theme is "Let Your Imagination Fly." Students submit entries to local PTA or PTSA units. Nationally, the program consists of six areas of the arts: dance choreography, film production, literature, musical composition, photography, and visual arts. The following students were recognized for their outstanding work and as Anaheim Secondary Council-level PTA Reflections award recipients. Their work will be forwarded to the Fourth District PTA to compete in the Regional PTA Reflections program.

- Annie Barnes, Lexington Junior High School-Literature
- Heinson Evander, Loara High School-Photography
- Amanda Gao, Oxford Academy-Dance Choreography
- Aaron Goclowski, Lexington Junior High School-Film
- Ramya Natarajan, Oxford Academy-Literature
- Abigail Orilla, Lexington Junior High School-Literature
- Eric Park, Oxford Academy-Music
- Pallavi Prabhu, Oxford Academy-Visual Arts
- Ashrita Singh, Oxford Academy-Photography
- Ritika Singh, Oxford Academy-Visual Art
- Natanya Williams, Lexington Junior High School-Dance
- Ben Winter, Cypress High School-Film/Video Production
- Jeffrey Yon, Oxford Academy-Music Composition

8.2 **District PUENTE Students**

The Board of Trustees recognized four District students who were recently recognized by University of California President Janet Napolitano as PUENTE seniors who embody the PUENTE leadership spirit and exemplary academic achievement. These students were

among the 21 Honorees selected based on PUENTE participation in grades 9 and 10, academic GPA of 3.5 or higher, and community leadership.

Marcelo Quijano
Nicolas Hurtado
Jocelyn Abigail Ramirez
Moses Franco

Anaheim High School
Katella High School
Magnolia High School
Savanna High School

9. **REPORTS**

9.1 **Principals' Report**

Dr. Karen Dabney-Lieras, Ball Junior High School principal, presented a report on the A-G completion plan.

9.2 **Student Representative's Report**

Sophia Soliman, student representative to the Board of Trustees, reported on student activities throughout the District.

9.3 **Reports of Associations**

There were no reports.

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

Jon Hultman, Oxford Academy PTSA president, reported on PTSA activities.

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

- 10.1 Larry Larsen, community member, spoke about the Educational Partnership resolution, as well as charter schools.
- 10.2 Alexa Guzman, community member, requested an increase in the number of tickets allotted to each student for the graduation ceremony.
- 10.3 Brian Belski, community member, requested that information regarding Senate Bill (SB) 277, as well as the Personal Belief Exception (PBE), be made available to District parents.
- 10.4 Andrea Wayne, community member, spoke regarding SB 277, vaccinations, and PBE.
- 10.5 Carolyn Radillo, community member, addressed the Board regarding SB 277, vaccine injury, and PBE.
- 10.6 Pam McKeon, community member, discussed SB 277 and requested information regarding this bill and PBE be disseminated to District parents.
- 10.7 Susan Born, community member, spoke of SB 277, as well as the fair and accurate implementation of the law.

11. **ELECTION OF OFFICERS**

The Board of Trustees was requested to participate in a brief discussion on the election process prior to the nomination and selection of Trustees for the listed positions.

On the motion of Trustee Jabbar and duly seconded, following a lengthy discussion, items 11.1 through 11.3 were opened for discussion and nominations. The vote follows.

Ayes: Trustees O'Neal, Jabbar, Smith, and Randle-Trejo
Noes: Trustee Piercy

On the motion of Trustee Jabbar and duly seconded, following discussion, items 11.1, 11.2, and 11.3 will remain as-is, with no changes to the positions of the Board of Trustees. The vote follows.

Ayes: Trustees Jabbar, Smith, and Randle-Trejo
Noes: Trustees O'Neal and Piercy

11.1 **President of the Board of Trustees**

Action:

Per the aforementioned vote, the Board of Trustees re-appointed Annemarie Randle-Trejo to the position of president of the Board of Trustees.

11.2 **Clerk of the Board of Trustees**

Action:

Per the aforementioned vote, the Board of Trustees re-appointed Anna L. Piercy to the position of clerk of the Board of Trustees.

11.3 **Assistant Clerk of the Board of Trustees**

Action:

Per the aforementioned vote, the Board of Trustees re-appointed Katherine H. Smith to the position of assistant clerk of the Board of Trustees.

12. **APPOINTMENTS TO THE BOARD OF TRUSTEES**

On the motion of Trustee Jabbar, duly seconded and unanimously carried, the Board of Trustees approved items 12.1 through 12.4.

12.1 **Secretary**

Action:

The Board of Trustees re-appointed Superintendent Michael B. Matsuda, as secretary of the Board of Trustees.

12.2 **Assistant Secretary**

Action:

The Board of Trustees re-appointed Assistant Superintendent, Business Services, Dianne Poore, as assistant secretary of the Board of Trustees.

12.3 **Parliamentarian**

Action:

The Board of Trustees re-appointed District Counsel Jeff Riel as parliamentarian of the Board of Trustees.

12.4 **Chief Negotiator**

Action:

The Board of Trustees appointed Interim Assistant Superintendent, Human Resources, Brad Jackson, as chief negotiator of the Board of Trustees.

13. **ESTABLISH DAY AND HOUR FOR REGULAR SCHOOL BOARD MEETINGS**

Action:

On the motion of Trustee Jabbar, duly seconded and unanimously carried, following discussion, the Board of Trustees reviewed and approved the 2016 regular Board of Trustees' meeting dates as submitted.

14. **ROBERT'S RULES OF ORDER NEWLY REVISED, 11th EDITION**

Action:

On the motion of Trustee Jabbar, duly seconded and unanimously carried, following discussion, the Board of Trustees adopted *Robert's Rules of Order Newly Revised, 11th Edition*, for conducting the business of the District.

15. **BOARD OF TRUSTEES' APPOINTMENTS TO COMMITTEES**

Action:

On the motion of Trustee O'Neal, duly seconded and unanimously carried, following a lengthy discussion, the Board of Trustees reviewed the various committees and reached a consensus on which Trustees would represent the District on the various committees (see attached).

16. **ITEMS OF BUSINESS**

RESOLUTIONS

16.1 **Resolution No. 2015/16-B-05, Including Accounting of Developer Fees Report**

Background Information:

Government Code Sections 66001(d) and 66006(b) require the District to make an annual accounting of the developer fees available to the public, and be reviewed by the Board of Trustees. These fees are recorded in the Capital Facilities Fund. These fees are received from new residential and commercial/industrial development to mitigate the impact of new development on school facilities of the District. The District is required to provide the following information for the prior fiscal year:

1. Amounts collected
2. Amounts of interest earned
3. Amount spent on projects to accommodate additional enrollment from new residential and commercial/industrial projects

Pursuant to statutory requirements, the District made the report available to the public not less than fifteen (15) days prior to the District's Board meeting. It is available in the Accounting Department.

Current Consideration:

The attached financial report is for the 2014-15 fiscal year Developer Fee activity that was made public and approved by the Board.

Budget Implication:

There are no budget implications to this resolution. This is a reporting of developer fee financial information only.

Action:

On the motion of Trustee Piercy and duly seconded, following a lengthy discussion, the Board of Trustees adopted Resolution No. 2015/16-B-05. The roll call vote follows.

Ayes: Trustees O'Neal, Jabbar, Smith, Piercy, and Randle-Trejo

16.2 **Resolution No. 2015/16-B-06, Adjustments to Income and Expenditure, General Funds; Resolution No. 2015/16-B-07, Adjustments to Income and Expenditures, Various Funds; and the 2015-16 First Interim Report**

Background Information:

Education Code Section 42131 (a) (1) states that pursuant to the reports required by Section 42130, the governing board of each school district shall certify, in writing, within 45 days after the close of the period being reported, whether the school district is able to meet its financial obligations for the remainder of the fiscal year and, based on current forecasts, for the subsequent fiscal year. These certifications shall be based upon the Board's assessment, on the basis of standards and criteria for fiscal stability adopted by the State Board of Education, pursuant to Section 33127 of the District budget, as revised to reflect current information regarding the adopted state budget, district property tax revenues pursuant to Sections 95 to 100 inclusive, of the Revenue and Taxation Code, and ending balances for the preceding fiscal year as reported pursuant to Section 42100. The certifications shall be classified as positive, qualified, or negative, as prescribed by the superintendent of public instruction for the purposes of determining subsequent actions by the superintendent of public instruction, the controller, or the county superintendent of schools, pursuant to subdivisions (b) and (c). These certifications shall be based upon the financial and budgetary reports required by Section 42130, but may include additional financial information known by the governing board to exist at the time of each certification. For purposes of this subdivision, a negative certification shall be assigned to any school district that, based upon current projections, will be unable to meet its financial obligations for the remainder of the fiscal year or the subsequent fiscal year. A qualified certification shall be assigned to any school district that, based upon current projections, may not meet its financial obligations for the current fiscal year, or two subsequent fiscal years. A positive certification shall be assigned to any school district that, based upon current projections, will meet its financial obligations for the current fiscal year and subsequent two fiscal years.

Current Considerations:

In certifying the 2015-16 First Interim Report as positive, the Board of Trustees understands its fiduciary responsibility to maintain fiscal solvency for the current and subsequent two fiscal years. It is further recognized that the District will submit a detailed list of Board approved ongoing budget reductions, revisions, and/or fund transfers, with the 2015-16 Second Interim Report.

Budget Implication:

As part of the interim reporting process, budget adjustments are made to income, expenditures, and fund balances. Resolution No. 2015/16-B-06, Adjustments to Income and Expenditures, General Funds, and Resolution No. 2015/16-B-07, Adjustments to Income and Expenditures, Various Funds, authorizes budget adjustments per Education Code Sections 42602 and 42610.

Action:

1. On the motion of Trustee Piercy and duly seconded, the Board of Trustees adopted Resolution No. 2015/16-B-06 and Resolution No. 2015/16-B-07. The roll call vote follows.

Ayes: Trustees O'Neal, Jabbar, Smith, Piercy, and Randle-Trejo

2. On the motion of Trustee Piercy and duly seconded, the Board of Trustees approved the positive certification of the 2015-16 First Interim Report indicating the District will meet its financial obligations.

16.3 **Resolution No. 2015/16-B-08, Fund Balance Budget Adjustments**

Background Information:

When the 2015-16 budget was developed, the beginning fund balance was an estimated amount. This is because the 2014-15 fiscal year was not over, and the actual fund balance was not known. The ending fund balance for 2014-15 becomes the beginning fund balance for 2015-16. After the 2014-15 fiscal year is closed and the actual ending fund balance is known, then the 2015-16 beginning fund balance must be adjusted to match the 2014-15 actual ending fund balance amount. This resolution makes that adjustment.

Current Consideration:

This resolution makes adjustments to the 2015-16 budgets for the difference between the estimated 2015-16 beginning fund balances and the 2014-15 unaudited actual ending fund balances. This resolution affects all funds requiring an adjustment.

Budget Implication:

The budget impact varies depending on the fund and is shown within the resolution.

Action:

On the motion of Trustee Smith and duly seconded, the Board of Trustees adopted Resolution No. 2015/16-B-08. The roll call vote follows.

Ayes: Trustees O'Neal, Jabbar, Smith, Piercy, and Randle-Trejo

16.4 **Resolution No. 2015/16-B-09, Notice of Withdrawal from Schools Excess Liability Fund JPA**

Background Information:

Southern California Regional Liability Excess Fund (SCR) Joint Powers Authority currently provides up to \$5,000,000 of the District's liability coverage. The District desires to explore options for excess liability coverage from \$5,000,001 to \$50,000,000. In order to ensure adequate time to review alternative options, Schools Excess Liability Fund (SELF) Joint Powers Authority, who provides the District's excess liability coverage beyond \$5,000,000 to a maximum of \$25,000,000, requires the Board of Trustees to pass a resolution to withdraw

from their program by December 31, 2015, to explore program options for the 2016-17 program year. Rates for the 2016-17 plan year will not be available until April 2016 or May 2016.

Current Consideration:

Under the current arrangement, coverage determination for the first \$5,000,000 is made by SCR. For losses higher than \$5,000,000, SELF makes another coverage determination for the next \$25,000,000 in limits. The memorandum of coverage for SELF has some differences from the memorandum of coverage for SCR, resulting in potential gaps in coverage where indemnification and/or defense could not be covered. By aligning the District's liability coverage with Schools Association for Excess Risk (SAFER), a program that partners with SCR, there would be concurrent coverage from the first dollar through \$25,000,000, or to a limit of \$50,000,000.

Budget Implication:

There is no cost associated with the notice of withdrawal from SELF.

Action:

On the motion of Trustee Piercy and duly seconded, following discussion, the Board of Trustees adopted Resolution No. 2015/16-B-09. The roll call vote follows.

Ayes: Trustees O'Neal, Jabbar, Smith, Piercy, and Randle-Trejo

16.5 **Resolution No. 2015/16-BOT-02, Compensation for Board Meeting**

Background Information:

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

Current Consideration:

Trustee Katherine H. Smith was not present on the October 22, 2015, Board of Trustees meeting due to bereavement.

Budget Implication:

There is no impact on the budget.

Action:

On the motion of Trustee Jabbar and duly seconded, the Board of Trustees adopted Resolution No. 2015/16-BOT-02. The roll call vote follows.

Ayes: Trustees O'Neal, Jabbar, Piercy, and Randle-Trejo
Abstain: Trustee Smith

BUSINESS SERVICES

16.6 **Farmers and Merchants Bank of Long Beach Remote Deposit Capture Agreement Resolutions**

Background Information:

The District has established a banking relationship with Farmers and Merchants Bank (F and M). One of the processes that F and M offers is a remote deposit service. The remote deposit service allows a staff member in the Accounting Department to scan checks, which then automatically deposits the check into the District's bank account. The remote deposit service will benefit the District by reducing the need for a staff member going to the bank to make a deposit, and will get deposits into the bank quicker.

Remote scanning of checks has been in the business world for at least 10 years. While the remote deposit scanner is on a desktop, the process is essentially the same as an individual making an ATM deposit. With the scanner, the staff member doesn't need to leave the office.

Current Consideration:

The attached document is a bank resolution in the format provided by F and M. The document makes Superintendent Michael B. Matsuda and Assistant Superintendent, Business Services, Dianne Poore authorized agents with the authority to sign the Remote Deposit Capture Agreement.

Budget Implication:

There is no budget implication to this document. This document gives Mr. Matsuda and Ms. Poore authorized agent authority. However, the cost of the remote scanner is \$80 per month. (General Funds)

Action:

On the motion of Trustee Piercy, duly seconded and unanimously carried, following a lengthy discussion, the Board of Trustees approved the F and M agreement resolution, as amended prior to the adoption of the agenda.

16.7 **Anaheim High School Aquatic Complex Scope Option Selection**

Background Information:

At the Board of Trustees meeting of October 22, 2015, the Board received a presentation from Ruhnau Ruhnau Clarke Architects, in which the condition of the existing Anaheim High School aquatic facility, and the feasibility of reinstating the facility were discussed. Three renovation and new construction options, with associated costs, were presented and compared.

Current Consideration:

The Board of Trustees has expressed interest in the feasibility of reinstating the aquatic facility for use by the school. In order for the project to move forward, the Board of Trustees must evaluate and further discuss the scope options presented for feasibility and to establish direction.

Budget Implication:

There will be an impact to the budget once the scope option is selected and staff has been directed to proceed with the project.

Action:

On the motion of Trustee Piercy, duly seconded and unanimously carried, item 16.7 was opened for discussion.

On the motion of Trustee Piercy, duly seconded and unanimously carried, the Board of Trustees selected and approved scope option 1A from those presented at the Board meeting of October 22, 2015.

16.8 **Anaheim High School Aquatic Complex Funding**

Background Information:

At the Board of Trustees meeting of October 22, 2015, the Board received a presentation from Ruhnau Ruhnau Clarke Architects, in which the condition of the existing Anaheim High School aquatic facility, and the feasibility of reinstating the facility were discussed. Three renovation and new construction options, with associated costs, were presented and compared.

Current Consideration:

In order to establish the project's feasibility, the Board of Trustees has asked staff to identify possible funding sources for the new aquatic complex at Anaheim High School.

Budget Implication:

There will be an impact to the budget once a viable funding source is identified, a scope option is selected, and staff has been directed to proceed with the project.

Action:

On the motion of Trustee Piercy, duly seconded and unanimously carried, following a lengthy discussion, the Board of Trustees received the project funding information and directed staff to proceed with the project.

16.9 **Rejection of Liability Claim**

The Board of Trustees was requested to reject a liability claim that was filed on November 10, 2015, and identified as AUHSD 15-09 (Tort Claim 362). After review, staff determined that the claim was not a proper charge against the District. This claim alleges personal injury, which is pending investigation.

Action:

On the motion of Trustee O'Neal, duly seconded and unanimously carried, the Board of Trustees rejected AUHSD 15-09 (Tort Claim 362) as not a proper charge against the District, and authorized staff to send the notice of rejection.

16.10 **Rejection of Liability Claim**

The Board of Trustees was requested to reject a liability claim that was filed on July 14, 2015, and identified as AUHSD 15-10. After review, staff determined that the claim was not a proper charge against the District. Claim alleges employment issues.

Action:

On the motion of Trustee O'Neal, duly seconded and unanimously carried, the Board of Trustees rejected AUHSD 15-10 as not a proper charge against the District, and authorized staff to send the notice of rejection.

EDUCATIONAL SERVICES

16.11 **Memorandum of Understanding (MOU), West-Ed-California Healthy Kids Survey (CHKS)**

Background Information:

The District became the lead fiscal agency for a Tobacco Use Prevention Education (TUPE) consortium grant, in the amount of \$1,850,094 for a three-year term from 2014-17. TUPE grantees are required to conduct the California Healthy Kids Survey (CHKS) Core Module biennially in grades seven, nine, and eleven. Any TUPE grantees serving students in grades K-6 must conduct the CHKS elementary module in grade five, however, our grant includes Anaheim City School District (ACSD) and therefore the elementary survey must be conducted in grade six, which will need to be coordinated with ACSD. CHKS is a companion tool to the California School Climate Survey (CSCS) and the California School Parent Survey (CSPS). Together they form the California School Climate, Health, and Learning Survey (Cal-SCHLS) System—a comprehensive set of integrated surveys designed to help schools meet the mandates and goals in the Obama administration’s blueprint for proposed reauthorization of the Elementary and Secondary Education Act (ESEA) released by the U.S. Department of Education in March 2010.

Current Consideration:

CHKS is a comprehensive and customizable student self-report data collection system that provides essential and reliable data on school climate; youth resilience, health and well-being; as well as learning barriers and supports. CHKS will be implemented for students in grades 6, 7, 9, and 11. In addition to the survey, the District will provide CHKS with information on current student enrollment figures for all schools by grade level, and provide accurate staff counts by school. Services will be provided January 1, 2016, through May 26, 2016.

Budget Implication:

The total cost is not to exceed \$8,905. (TUPE Funds)

Action:

On the motion of Trustee Piercy, duly seconded and unanimously carried, following a lengthy discussion, the Board of Trustees approved the MOU.

16.12 **Memorandum of Understanding (MOU), Anaheim Regional Medical Center (ARMC) Tobacco Cessation Services**

Background Information:

The District became the lead fiscal agency for a Tobacco Use Prevention Education (TUPE) consortium grant, in the amount of \$1,850,094 for a three-year term from 2014-17. Grant goals include revitalizing the promotion of available intervention, cessation services, and anti-tobacco messages, as well as increasing efforts to educate parents about alternative tobacco products and current issues, and where to access intervention and cessation services. The District used to have an alternative to suspension program for tobacco possession and use on school sites, but it is no longer in place. With the TUPE grant, it would be beneficial to all involved to consider using ARMC’s in-kind intervention and cessation services for our students, staff, and parents, as well as to begin streamlining our services.

Current Consideration:

ARMC has a Tobacco Specialist team for the Youth Division, which is funded by California Tobacco Control Program (CTCP) funds and Tobacco Use Prevention Program (TUPP). It is the intention of the District to begin an Assignment to Tobacco Intervention/Cessation Program Series for District students as an alternative to suspension, with the first step being to create a formal agreement with both parties. Irvine Unified School District is already running the program with ARMC, in lieu of suspension. The classes will be a one month long series with four classes per series; each class will be one hour in length. The program will focus on behavior modification. This would include modifying current practice from suspension to changing behavior and making a real difference in life choices. ARMC has an 84 percent cessation rate for its youth program. Services will be provided January 1, 2016, through June 30, 2017.

Budget Implication:

There is no impact to the budget.

Action:

On the motion of Trustee Smith, duly seconded and unanimously carried, the Board of Trustees approved the MOU.

16.13 **Memorandum of Understanding (MOU), DoMore4:Good**

Background Information:

DoMore4:Good is a nonprofit corporation formed to develop charitable and educational programs and events in furtherance of encouraging acts of kindness, volunteering, empathy, inspired giving, charitable engagement, and love. The method of the corporation is to work with schools to create a program that puts students out into their communities by working with local charities and identifying volunteer opportunities. The students' hours are monitored and they are celebrated for their volunteering with prizes, trips, and events.

Current Consideration:

DoMore4:Good will develop a project with the District in which our students, staff, and teachers can become involved in different volunteer opportunities. The project will include a Program Kick-off Assembly, on-going volunteer and training activities, two Unity Day events, and a wrap-up celebration. DoMore4:Good will have various nonprofit organizations attend the Program Kick-off Assembly. The nonprofits will later provide orientation on volunteering and the types of activities the students can engage in. Services will be provided January 1, 2016, through December 31, 2016.

Budget Implication:

There is no impact to the budget.

Action:

On the motion of Trustee Piercy, duly seconded and unanimously carried, the Board of Trustees approved the MOU.

16.14 **Memorandum of Understanding (MOU), Unite4:Good**

Background Information:

Unite4:Good is the parent company for DoMore4:Good. Unite4:Good is an international movement to inspire, innovate, and drive grassroots kindness. They have designed the first platform that connects positive content to positive action. It is a place where visionaries,

students, entrepreneurs, creators, innovators, and dreamers can come together on a global scale to create and share ideas that matter. Their goal is to build a community where they lay the foundation to empower individuals to perform acts of kindness as part of their day-to-day lives.

Current Consideration:

Unite4:Good will develop a software platform for on-board volunteer projects, Unity Days, and the District Serveathon. Unite4:Good will also create a process for delivery of rewards for student participants. They will also create a social media and public relations campaign to promote the platform within the community. Services will be provided January 1, 2016, through December 31, 2016.

Budget Implication:

There is no impact to the budget.

Action:

On the motion of Trustee Piercy, duly seconded and unanimously carried, the Board of Trustees approved the MOU.

16.15 **Grant Award, Orange County Arts Education Collaborative Fund**

Background Information:

The Orange County Arts Education Collaborative Fund grant program was designed to support programs, which further the efforts of Orange County school districts to expand arts education programs. Learning in the arts is widely held to be an important factor in developing 21st century work skills and creative thinking.

Current Consideration:

The grant award, in the amount of \$10,000, is designated to support the development of a new strategic arts plan and provide increased professional learning opportunities to visual and performing arts teachers. The grant period is from October 1, 2015, through June 30, 2016.

Budget Implication:

There is no impact to the budget.

Action:

On the motion of Trustee Piercy, duly seconded and unanimously carried, following discussion, the Board of Trustees accepted the grant award.

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

Background Information:

Orange County Department of Education, Girls Inc., and the city of Anaheim's project Support Anaheim's Youth (S.A.Y.) are collaborating to facilitate a ten-week comprehensive health education program to help provide opportunities for students to learn about reproductive health and teen pregnancy prevention. This program is designed to address and curtail the high rate of teen pregnancies in Anaheim. The curriculum has been nationally researched and field tested.

Current Consideration:

The ten-week program will provide workshops to District students, grades 7-12, regarding reproductive health and teen pregnancy prevention. The curriculum is designed to provide a

holistic approach to the health and well-being of students. Services will be provided December 10, 2015, through December 10, 2016.

Budget Implication:

There is no impact to the budget.

Action:

On the motion of Trustee Smith, duly seconded and unanimously carried, the Board of Trustees approved the agreement.

16.17 **School-Sponsored Student Organizations**

Background Information:

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

Current Consideration:

The following schools submitted school-sponsored student organization applications:

Animal Humane Club, Anaheim High School
Disney Service Club, Katella High School
LGBT Club, Kennedy High School

Budget Implication:

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

Action:

On the motion of Trustee Piercy, duly seconded and unanimously carried, the Board of Trustees approved the applications as amended prior to the adoption of the agenda.

The student representative to the Board of Trustees cast a preferential vote for the school-sponsored student organizations.

HUMAN RESOURCES

On the motion of Trustee Randle-Trejo, duly seconded and unanimously carried, following discussion, the Board of Trustees approved items 16.18 through 16.21.

16.18 **Memorandum of Understanding (MOU) with ASTA, Health and Welfare Program Changes for 2016**

Background Information:

Health and Welfare costs for the District make up approximately 11.7 percent of the overall budget. 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/ unions, plus representatives from management, and the Board of Trustees. The committee works closely with our consultant, 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 Health Maintenance Organization (HMO) 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 the specific 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 HMO plans for the 2016 plan year, which take effect January 1, 2016. The MOU indicates a change to the co-pay for non-preferred formulary prescription drugs and introduces a prior authorization approval structure for prescriptions through Express Scripts.

Budget Implication:

The projected savings created by these changes for all employee groups, per Gallagher Benefit Services, our consultant, will be \$149,421. (General Funds)

Action:

The Board of Trustees approved the MOU.

16.19 **Memorandum of Understanding (MOU) with APGA, Health and Welfare Program Changes for 2016**

Background Information:

Health and Welfare costs for the District make up approximately 11.7 percent of the overall budget. 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/unions, plus representatives from management, and the Board of Trustees. The committee works closely with our consultant, 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 Health Maintenance Organization (HMO) plans are discussed and recommended, which take effect at the beginning of the new plan year. Each of the collective bargaining groups negotiates the specific 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 HMO plans for the 2016 plan year, which take effect January 1, 2016. The MOU indicates a change to the co-pay for non-preferred formulary prescription drugs and introduces a prior authorization approval structure for prescriptions through Express Scripts.

Budget Implication:

The projected savings created by these changes for all employee groups, per Gallagher Benefit Services, our consultant, will be \$149,421. (General Funds)

Action:

The Board of Trustees approved the MOU.

16.20 **Memorandum of Understanding (MOU) with AFSCME, Health and Welfare Program Changes for 2016**

Background Information:

Health and Welfare costs for the District make up approximately 11.7 percent of the overall budget. 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/ unions, plus representatives from management, and the Board of Trustees. The committee works closely with our consultant, 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 Health Maintenance Organization (HMO) plans are discussed and recommended, which take effect at the beginning of the new plan year. Each of the collective bargaining groups negotiates the specific 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 HMO plans for the 2016 plan year, which take effect January 1, 2016. The MOU indicates a change to the co-pay for non-preferred formulary prescription drugs and introduces a prior authorization approval structure for prescriptions through Express Scripts.

Budget Implication:

The projected savings created by these changes for all employee groups, per Gallagher Benefit Services, our consultant, will be \$149,421. (General Funds)

Action:

The Board of Trustees approved the MOU.

16.21 **Memorandum of Understanding (MOU) with CSEA, Health and Welfare Program Changes for 2016**

Background Information:

Health and Welfare costs for the District make up approximately 11.7 percent of the overall budget. 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/ unions, plus representatives from management, and the Board of Trustees. The committee works closely with our consultant, 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 Health Maintenance Organization (HMO) plans are discussed and recommended, which take effect at the beginning of the new plan year. Each of the collective bargaining groups negotiates the specific 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 HMO plans for the 2016 plan year,

which take effect January 1, 2016. The MOU indicates a change to the co-pay for non-preferred formulary prescription drugs and introduces a prior authorization approval structure for prescriptions through Express Scripts.

Budget Implication:

The projected savings created by these changes for all employee groups, per Gallagher Benefit Services, our consultant, will be \$149,421. (General Funds)

Action:

The Board of Trustees approved the MOU.

SUPERINTENDENT'S OFFICE

16.22 Acknowledgement of Receipt of Charter School Petition Magnolia Science Academy-Anaheim

Background Information:

On November 19, 2015, the District received a charter school petition from Magnolia Public Schools, a California nonprofit public benefit corporation. The petition is seeking to open Magnolia Science Academy-Anaheim by July 1, 2017.

Current Consideration:

Education Code Section 47605 (a) requires that a charter school petition be submitted to the governing board of the school district for review. A charter school petition is deemed received when the Board of Trustees takes formal action acknowledging the petition. This formal action commences the timelines established in Education Code Section 47605. After formally receiving the petition, the Board is required to hold a public hearing within 30 days and make a final decision regarding the petition within 60 days. A copy of the charter school petition can be obtained from the Superintendent's Office.

Budget Implication:

There is no known implication to the budget at this time.

Action:

Although this was an information item only, requiring no formal action by the Board of Trustees, the Board formally acknowledged receipt of the charter school petition to establish Magnolia Science Academy-Anaheim as of the date of the regular meeting of the Board of Trustees on December 10, 2015.

16.23 California School Boards Association (CSBA) Delegate Assembly Nominations for Additional Representatives

Background Information:

CSBA's Delegate Assembly is a vital link in the association's governance structure. Working with local districts and county offices, as well as the Board of Directors and Executive Committee, delegates ensure that the association reflects the interests of school districts and county offices of education throughout the state.

Current Consideration:

As noted on the Board of Trustees' Appointments to Committees list, Anaheim Union High School District automatically has one CSBA Delegate Assembly Representative due to the size of our District.

This agenda item was for the Board of Trustees to consider if it is in the best interest of the Anaheim Union High School District to nominate an additional Trustee to run for election as an additional representative to the Delegate Assembly. All Region 15 Board members will vote on the open seats. The term of office is April 1, 2016, through March 31, 2018.

If it is the consensus of the Anaheim Union High School District Board of Trustees, the Board may submit a letter of nomination for one or more of its own Board members, or for one or more Region 15 Board members to run for election as Delegate Assembly representative(s).

This item is **not** a duplicate of the Board of Trustees' Appointments to Committees item. This item requires separate consideration by the Board.

Budget Implication:

There is no impact to the budget.

Action:

On the motion of Trustee Randle-Trejo, duly seconded and unanimously carried, following discussion, the Board of Trustees determined not to nominate additional Board members.

17. **CONSENT CALENDAR**

On the motion of Trustee Piercy, duly seconded and unanimously carried, following discussion, the Board of Trustees approved all consent calendar items, with the exception of item 17.4 pulled by Trustee Randle-Trejo, items 17.5 and 17.6 pulled by Trustee O'Neal, and item 17.9 pulled by Trustee Jabbar.

BUSINESS SERVICES

17.1 **Award of Bids**

Action:

The Board of Trustees awarded the bids as listed.

<u>Bid #</u>	<u>Service</u>	<u>Award</u>	<u>Amount</u>
2016-03	Roofing Project Kennedy High School (Maintenance Funds)	Chapman Coast Roof Co., Inc.	\$1,510,989
2016-04	ADA Parking Lot Improvement Project District Office (Maintenance Funds)	M.P. South, Inc.	\$193,200

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

Action:

The Board of Trustees approved the list of District furniture and equipment as unusable, obsolete, and/or out-of-date, and ready for sale or destruction, as well as authorized proper disposal in accordance with Education Code Section 60510 et al.

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

Action:

The Board of Trustees approved the list of District textbooks and instructional materials as unusable, obsolete, and/or out-of-date, damaged, and ready for sale or destruction as surplus, as well as authorized staff to dispose of the textbooks and instructional materials in accordance with Education Code Section 60510 et al.

17.4 **Donations**

Action:

On the motion of Trustee O'Neal, duly seconded and unanimously carried, following a lengthy discussion, the Board of Trustees accepted the donations as submitted.

On the motion of Trustee O'Neal and duly seconded, following discussion, the Board of Trustees ratified items 17.5 and 17.6 with the following vote.

Ayes: Trustees Jabbar, Smith, Piercy, and Randle-Trejo

Abstain: Trustee O'Neal

17.5 **Purchase Order Detail Report**

Action:

The Board of Trustees ratified the report October 27, 2015, through November 30, 2015, as amended prior to the adoption of the agenda.

17.6 **Check Register/Warrants Report**

Action:

The Board of Trustees ratified the report October 27, 2015, through November 30, 2015.

17.7 **SUPPLEMENTAL INFORMATION**

17.7.1 ASB Fund, July 2015 through October 2015

17.7.2 Cafeteria Fund, September 2015

17.7.3 Enrollment, Month 3

EDUCATIONAL SERVICES

17.8 **Training Agreement, Focused Fitness**

Background Information:

Focused Fitness provided training to District physical education (PE) teachers during the three years of the Physical Education Program (PEP) grant from 2008 through 2011 and recently three days with the Health Department and PE Department consolidation, September 2015 through October 2015. Focused Fitness has worked with the PE teachers in developing quality physical education lessons and a District-wide curriculum guide. Most recently, Focused Fitness has worked with health teachers to develop quality lessons and a District-wide Student Wellness Plan.

Current Consideration:

Additional time is requested to continue the curriculum development with the health teachers. The focus of the training will be on the health and PE curriculum alignment, development of units of study, and training on the updated WELNET assessment software program. In addition, Focused Fitness will assist in the further development of the Student Wellness Plan and incorporate the use of the WELNET assessment tool to analyze personal fitness data. Services will be provided January 6, 2016, through January 7, 2016.

Budget Implication:

The total cost for services is not to exceed \$3,800. (General Funds)

Action:

The Board of Trustees approved the training agreement.

17.9 **Independent Contractor Agreements, Supplemental Educational Service Providers**

Background Information:

Supplemental Educational Services (SES) are a requirement of the No Child Left Behind Act of 2001 (NCLB), for schools in years two through five of Program Improvement (PI). The District is required to contract with SES providers, which are approved by the California Department of Education (CDE).

Current Consideration:

Ball, Brookhurst, Dale, Orangeview, South, and Sycamore junior high schools, as well as Anaheim, Gilbert, Katella, Loara, Magnolia, Savanna, and Western high schools, qualify for SES. Per NCLB regulations, parents of students who qualify for SES select the CDE-approved SES providers. Services will be provided December 11, 2015, through April 29, 2016. The independent contractor agreements are available for public review in the Educational Services Office located at 501 N. Crescent Way, Anaheim, CA 92801. The office hours are Monday through Friday from 7:45 a.m. to 4:30 p.m. and closed during federal, state, and local holidays.

Budget Implication:

Each participating student is allowed a maximum of \$926.32 in services, or the most current state approved per pupil rate. The total amount requested for approval by the Board of Trustees at this time is \$1,120,867. The total amount approved during the 2014-15 year was \$1,203, 897. (Title I Funds)

Action:

On the motion of Trustee O'Neal, duly seconded and unanimously carried, following a lengthy discussion, the Board of Trustees approved the independent contractor agreements as submitted.

17.10 **Educational Consulting Agreement, Disciplina Positiva, Loara High School**

Background Information:

Disciplina Positiva is a parent education program designed to promote the development of positive communication between parents and their adolescent children, as well as to facilitate a connection between family, community, and school. Disciplina Positiva classes have been offered across the District for the past four years. Classes have been tailored to the specific needs of the schools and included criteria for effective home discipline, ways to maximize the potential of adolescents, and understanding of adolescent behavior. The parent education classes are available in English and Spanish.

Current Consideration:

For the 2015-16 year, Disciplina Positiva will provide one comprehensive six-session training program for Loara High School parents. Services will be provided March 1, 2016, through April 12, 2016.

Budget Implication:

The total cost is not to exceed \$4,000. (Title I Funds)

Action:

The Board of Trustees approved the educational consulting agreement.

17.11 **AVID Income Agreement, Orange County Department of Education**

Background Information:

As a result of funding being eliminated at the state level to support the Advancement Via Individual Determination (AVID) program, schools are required to pay an AVID licensing fee directly to AVID Center. Moreover, Orange County Department of Education's (OCDE) funding for an AVID coordinator to assist school districts has been eliminated. The OCDE AVID coordinator's role has been to serve Orange County school districts, support class visits and coaching, as well as professional development. These duties are now assigned to District staff. OCDE is offering to help District staff by continuing to provide support class visits as part of the AVID certification process.

Current Consideration:

During the 2015-16 year, the OCDE AVID coordinator will provide support to District staff who are assigned AVID coordinator duties. This is necessary for maintenance of the District's AVID program. Services are being provided September 4, 2015, through June 30, 2016.

Budget Implication:

The cost of services provided by OCDE is not to exceed \$7,800. (LCFF Funds)

Action:

The Board of Trustees ratified the agreement.

17.12 **Transportation Agreement**

Background Information:

Under the Individuals with Disability Education Act, the District is obligated to provide transportation to students who receive special education services to receive a free and appropriate public education. The Individualized Educational Plan (IEP) team has agreed to a temporary alternative transportation arrangement. These alternative forms of transportation are permitted under the California 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:

Ratify the transportation agreement to reimburse the parent of a student who receives special education services attending Katella High School, located at 2200 E. Wagner Avenue, CA 92806, for providing daily transportation, October 27, 2015, through May 14, 2016.

Budget Implication:

The total cost is not to exceed \$684.25. (Special Education Funds)

Action:

The Board of Trustees ratified the transportation agreement.

17.13 **Individual Service Contracts**

Action:

The Board of Trustees approved/ratified the contracts as submitted. (Special Education Funds)

17.14 **Field Trip Report**

Action:

The Board of Trustees approved/ratified the report as submitted.

HUMAN RESOURCES

17.15 **Certificated Personnel Report**

Action:

The Board of Trustees approved/ratified the report as submitted.

17.16 **Classified Personnel Report**

Action:

The Board of Trustees approved/ratified the report as submitted.

SUPERINTENDENT'S OFFICE

17.17 **Institutional Membership, Anaheim Chamber of Commerce**

Action:

The Board of Trustees approved the membership with Anaheim Chamber of Commerce, at a cost not to exceed \$362. (General Funds)

17.18 **Board of Trustees' Meeting Minutes**

17.18.1 October 22, 2015, Regular Meeting

17.18.2 November 5, 2015, Regular Meeting

Action:

The Board of Trustees approved the minutes.

18. **SUPERINTENDENT AND STAFF REPORT**

Mr. Matsuda thanked Trish Luckeroth for her work in organizing the parent presentation with Dr. Kenneth Woog at Savanna High School on gaming and internet addiction.

Dr. Fried acknowledged the Educational Services staff for their hard work and stated that he was lucky to be able to work with such a talented and smart group of people.

19. **BOARD OF TRUSTEES' REPORT**

Trustee O'Neal said he attended the Orange County Teacher of the Year Awards Banquet, Community Parent Resource Center Grand Opening at Ball Junior High School, La Palma Days Parade, Sister Cities Commission meeting, Schools to Watch meeting at Walker Junior High School, Words Out Loud, P21 Bunzl event, Kennedy High School Choir Show, ASCPTA Luncheon and Silent Auction, as well as an ROP board meeting.

Trustee Jabbar shared that he attended the Annual Girls Basketball Benefit at Katella High School, visited an ethnic studies class at Loara High School, Orange County Veteran's Day event, Community Parent Resource Center Grand Opening at Ball Junior High School, ASCPTA Reflections Art Gallery and Awards, Parent Leadership Academy graduation at Sycamore Junior High School, Words Out Loud, and CSBA conference. He also gave kudos to Araceli Chavez and Heather Guerrero for supporting the families affected by the recent fire in Anaheim.

Trustee Smith reported she attended the P21 Bunzl event. She wished everyone a happy holiday and merry Christmas. She also thanked Superintendent Matsuda for all the work done this year.

Trustee Piercy stated she attended the Orange County Teacher of the Year Awards Banquet, Community Parent Resource Center Grand Opening at Ball Junior High School, Special Education Luncheon at Walker Junior High School, Buena Park Mayor's Prayers Breakfast, ASCPTA Reflections Art Gallery and Awards, Sister Cities Commission meeting, Schools to Watch meeting at Walker Junior High School, ROP board meeting, and ASCPTA Lunch and Silent Auction. She also wished everyone a happy holiday, merry Christmas, and a happy new year.

Trustee Randle-Trejo wished everyone a happy holiday.

20. **ADVANCE PLANNING**

20.1 **Future Meeting Dates**

The next regular meeting of the Board of Trustees will be held on Thursday, January 21, 2016, at 6:00 p.m.

Thursday, February 18	Thursday, July 14
Thursday, March 10	Thursday, August 11
Thursday, April 14	Thursday, September 8
<u>Tuesday</u> , May 10	Thursday, October 13
Thursday, June 9	Thursday, November 10
Thursday, June 16	Thursday, December 8

20.2 **Suggested Agenda Items**

There were no suggested agenda items.

CLOSED SESSION

As noted on item 6.3, the Board of Trustees returned to closed session at 10:00 p.m., reconvened into open session at 11:25 p.m., and reported out at that time.

21. **ADJOURNMENT**

On the motion of Trustee Piercy, duly seconded and unanimously carried, the Board of Trustees adjourned the meeting at 11:28 p.m.

Approved _____
Clerk, Board of Trustees

Anaheim Union High School District
2016 Committee Representation

Name of Organization	Number of Positions	Meeting Day and Time	Appointment Term	Current Appointee	New Appointee
North Orange County Regional Occupational Program (NOCROP)	2	Third Wednesday 4:00 p.m.	December 2015 to December 2016	O'Neal	
			January 2017 to December 2019	Randle-Trejo	No action required
			January 2014 to December 2018	Piercy	No action required
Greater Anaheim Special Education Local Plan Area (GASELPA)	1	Third Wednesday 6:00 p.m.	December 2015 to December 2017	Randle-Trejo Jabbar (Alt.)	No action required
Appointments to Committees: Name of Organization	Number of Positions	Meeting Day and Time	Appointment Term	Appointee	New Appointee
AUHSD Foundation	2	Monthly 4:00 p.m.	December 2015 to December 2016	Randle-Trejo Smith Taormina	
Anaheim Sister Cities Commission	1 or 2	Monthly Fourth Monday	July 2015 to June 2017	Piercy O'Neal	No action required
CSBA Delegate Assembly	1	Bi-Annual	April 2016 to March 2018	Randle-Trejo Piercy (Alt.)	No action required
Political Action Representative, Orange County School Boards Assoc.(OCSBA)	1	Three meetings/year 5:30 p.m.	January 2016 to December 2016	Randle-Trejo	
Nominating Committee, Orange County Committee on School District Organization	1		January 2016 to December 2016	Piercy	
City of Anaheim Park and Recreation Ex-Officio Member (Anaheim resident only)	1	Fourth Wednesday 5:30 p.m.	Continuing No Set Term	Smith	
Representative to Insurance Committee	2	Third Tuesday 2:00 p.m.	January 2016 to December 2016	Smith Piercy	
Representative to Budget Committee	2	Third Friday 9:00 a.m.	January 2016 to December 2016	Jabbar O'Neal	
Representative-Wellness Committee (School Health Advisory Board)	2	Three Times Per Year	January 2016 to December 2016	O'Neal Smith	

**Anaheim Union High School District
2016 Committee Representation**

Appointments to Liaison Committees:	Number of Positions	Meeting Day and Time	Appointment Term	Current Appointee	New Appointee
City of Anaheim	2	Varies	January 2016 to December 2016	Randle-Trejo Jabbar	
City of Buena Park	2	Varies	January 2016 to December 2016	Piercy Smith	
City of Cypress	2	Varies	January 2016 to December 2016	Piercy O'Neal	
City of La Palma	2	Varies	January 2016 to December 2016	O'Neal Jabbar	
City of Stanton	2	Varies	January 2016 to December 2016	Smith Piercy	
Legislative Contacts and District:	Appointee	Appointee			
State Senator John M. W. Moorlach, 37th	Smith				
State Senator Joel Anderson, 38th	O'Neal				
State Senator Janet Nguyen, 34th	Smith				
State Senator Bob Huff 29th	Randle-Trejo (Alt.) Smith				
U.S. Senator Barbara Boxer	Jabbar				
U.S. Senator Dianne Feinstein	Randle-Trejo				
State Assembly Young Kim, 65th	Piercy				
State Assembly Donald P. Wagner, 68th	Jabbar				
State Assembly Travis Allen, 72nd	Smith				
State Assembly Tom Daly, 69th	Randle-Trejo				
U.S. Congresswoman Loretta Sanchez, 46th	Jabbar				
U.S. Congressman Alan Lowenthal, 47th	Piercy Jabbar (Alt.)				

ANAHEIM UNION HIGH SCHOOL DISTRICT

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

BOARD OF TRUSTEES
Minutes
Thursday, December 17, 2015

UNADOPTED**1. CALL TO ORDER–ROLL CALL**

Board President Annemarie Randle-Trejo called the special meeting of the Anaheim Union High School District Board of Trustees to order at 5:31 p.m.

Present: Annemarie Randle-Trejo, president; Anna L. Piercy, clerk; Brian O’Neal, member; Michael B. Matsuda, superintendent; Diane Poore and Jaron Fried, Ed.D., assistant superintendents; Brad Jackson, interim assistant superintendent; and Jeff Riel, District counsel.

Absent: Katherine H. Smith, assistant clerk; and Al Jabbar, member.

2. ADOPTION OF AGENDA

On the motion of Trustee O’Neal, duly seconded and unanimously carried by those present, the Board of Trustees adopted the agenda.

3. PUBLIC COMMENTS, CLOSED SESSION ITEMS

There were no requests to speak.

4. CLOSED SESSION

The Board of Trustees entered closed session at 5:32 p.m. and returned to open session at 6:06 p.m. Closed session continued at the conclusion of open session, at 9:17 p.m.

Trustees Smith and Jabbar entered the meeting at 5:33 p.m.

5. RECONVENE MEETING, PLEDGE OF ALLEGIANCE, AND CLOSED SESSION REPORT OUT**5.1 Reconvene Meeting**

The Board of Trustees reconvened into open session at 6:06 p.m.

5.2 Pledge of Allegiance

Board President Annemarie Randle-Trejo led the Pledge of Allegiance to the Flag of the United States of America.

5.3 Closed Session Report

Board Clerk Anna L. Piercy reported the following actions taken during closed session with the exception of item 5.3.3, which was reported when the Board of Trustees returned to open session at 10:00 p.m.

- 5.3.1 No reportable action taken regarding public employee performance evaluation, superintendent.
- 5.3.2 The Board of Trustees took formal action, with a 5-0 vote, to initiate an action.
- 5.3.3 The Board of Trustees took formal action, with a 5-0 vote, to demote employee HR-2015-16-10.

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

There were no requests to speak at this time.

7. **CONSENT CALENDAR**

On the motion of Trustee Piercy, duly seconded and unanimously carried, the Board of Trustees approved all consent calendar items.

HUMAN RESOURCES

Certificated Personnel Report

Action:

The Board of Trustees approved/ratified the report as submitted.

8. **ITEMS OF BUSINESS**

RESOLUTIONS

8.1 **Resolution No. 2015/16-BOT-03 and Resolution No. 2015/16-BOT-04; Petition to Establish Vista Anaheim Charter Middle School**

Public Comments:

Dean Elder, Anaheim High School teacher, requested the Board of Trustees deny the petition to establish Vista Anaheim Charter Middle School. Additionally, he stated concerns regarding the ability to communicate with the Vista Anaheim Charter Middle School board, lack of a Local Control Accountability Plan (LCAP), 47 percent truancy rate at a Los Angeles campus, and the lack of accountability in the financial area.

Tammie Hildom, Ball Junior High School teacher, asked the Board of Trustees to deny the petition to establish Vista Anaheim Charter Middle School. Additionally, she stated her concerns with the lack of accountability with Vista Anaheim Charter Middle School, continuity and experience of teachers, as well as financial transparency.

Joanne Fawley, Cypress High School teacher, requested the Board of Trustees deny the petition to establish Vista Anaheim Charter Middle School and preserve local oversight of schools. She also spoke of the dedication of AUHSD staff to the community and the fact that members of our Board of Trustees reside within the District and are elected by parents and community members.

Shannon Hoos, Ball Junior High School teacher, urged the Board of Trustees to deny the petition to establish Vista Anaheim Charter Middle School. She also spoke of AUHSD teacher

development and support, Parent Learning Walks, LCAP, course offerings and opportunities, continuum of education, as well as community support resource centers.

Adele Tagaloa, Ball Junior High School parent, spoke of the positive impact that Ball Junior High School has had on her son and family.

Matthew Mariscal, Loara High School student, shared his experience as a student at Ball Junior High School and Loara High School. He voiced his appreciation of the support, guidance, and care offered to him by teachers at these school sites.

Kimberly Ochoa, Loara High School student, also shared her experience as a student at Ball Junior High School and Loara High School. She communicated her gratitude for the support, assistance, and inspiration given by Ball Junior High School teachers.

Jessica Velazquez, Loara High School student, spoke of her meaningful experience as a student at Ball Junior High School and Loara High School. She shared her involvement in the Advancement Via Individual Determination (AVID) program and Junior Reserve Officer Training Corps (JROTC) program.

Jose Paolo Magcalas, Loara High School teacher, spoke of his experience as a student at Ball Junior High School and Loara High School. Additionally, he shared the impact teachers had in his life, which inspired him to want to help his community, and requested the Board of Trustees deny the petition to establish Vista Anaheim Charter Middle School.

Jose Moreno, community member and parent, urged the Board of Trustees to deny the petition to establish Vista Anaheim Charter Middle School. He also shared his experience with Ball Junior High School students when they participated in his college lecture at California State University, Long Beach.

Background Information:

On October 30, 2015, the District received a charter school petition from Vista Charter Public Schools, a California nonprofit public benefit corporation located in Los Angeles. The petition is seeking to open the Vista Anaheim Charter Middle School on July 1, 2016. The petition is estimating initial enrollment of 280 students with a capacity enrollment of 420 students. As required by law, on November 5, 2015, the Board of Trustees held a public hearing on the provisions of the charter school petition for the Board to consider the level of support for the petition by teachers employed by the District, other employees of the District, and parents.

Current Consideration:

California Education Code Section 47605 requires that within 60 days of receipt of a charter school petition, the Board must either grant or deny the petition. Following receipt of the charter petition, District administration convened a charter school review team comprised of personnel from the Superintendent's Office, Educational Services, Human Resources, Business Services, and school site administration. Approximately 30 District employees that included District administrators from all departments, school site administrators, curriculum specialists, and others conducted a detailed review and analysis of the petition, as well as the supporting materials. Attached for consideration are two alternative resolutions, Resolution No. 2015/16-BOT-03 that denies the petition and Resolution No. 2015/16-BOT-04 that grants the petition.

Budget Implication:

There is no known implication to the budget at this time.

Action:

On the motion of Trustee Jabbar and duly seconded, following a lengthy discussion, the Board of Trustees adopted Resolution No. 2015/16-BOT-03 to deny the petition submitted by Vista Charter Public Schools because the petition is not consistent with sound educational practice as required by Education Code Section 47605(b). The roll call vote follows.

Ayes: Trustees O'Neal, Jabbar, Smith, Piercy, and Randle-Trejo

EDUCATIONAL SERVICES

8.2 Revised Policy 8535.5R, Transfers-School of Choice/Intradistrict, First and Final Reading

Background Information:

Home school attendance areas are established to optimize use of existing facilities and to avoid crowded conditions. However, requests for school of choice/intradistrict transfers may be made for reasons of personal preference based on the needs of the family or child. No student currently residing within a school's attendance area shall be displaced by another student as a result of the school of choice/intradistrict transfer process (Education Code Section 35160.5[b]). The recent change to the District's academic calendar has changed the application period for school of choice/intradistrict transfers, which has made it necessary to update Board Policy 8535.5R.

Current Consideration:

Board Policy 8535.5R, under the heading of "School of Choice," section B, numbers 8 and 9, has been updated to align with the District's current academic calendar. Also, language in "School of Choice," section B, number 9 has been updated to clarify procedures regarding late applications.

Budget Implication:

There is no impact to the budget.

Action:

On the motion of Trustee Piercy, duly seconded and unanimously carried, following a lengthy discussion, the Board of Trustees reviewed and approved revised Board Policy 8535.5R.

CLOSED SESSION

As noted on item 5.3, the Board of Trustees returned to closed session at 9:17 p.m., reconvened into open session at 10:00 p.m., and reported out at that time.

9. ADJOURNMENT

On the motion of Trustee Jabbar, duly seconded and unanimously carried, the Board of Trustees adjourned the meeting at 10:01 p.m.

Approved _____
Clerk, Board of Trustees

ANAHEIM UNION HIGH SCHOOL DISTRICT

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

BOARD OF TRUSTEES
Minutes
Thursday, January 21, 2016

UNADOPTED

1. CALL TO ORDER–ROLL CALL

Board President Randle-Trejo called the regular meeting of the Anaheim Union High School District Board of Trustees to order at 2:15 p.m.

Present: Annemarie Randle-Trejo, president; Anna L. Piercy, clerk; Katherine H. Smith, assistant clerk; Brian O’Neal and Al Jabbar, members; Michael B. Matsuda, superintendent; Jaron Fried, Ed.D., assistant superintendent; and Jeff Riel, District counsel.

Absent: Dianne Poore, assistant superintendent, and Brad Jackson, interim assistant superintendent.

2. ADOPTION OF AGENDA

Staff requested the following amendments to the agenda:

- Pull item 4.11.
- Pull item 4.12.
- Item 11.20, change the budget implication to, “There is a budget impact as the chief academic officer is a new position.”

On the motion of Trustee Jabbar, duly seconded and unanimously carried, following discussion, the Board of Trustees adopted the agenda as amended.

Dianne Poore, assistant superintendent, and Brad Jackson, interim assistant superintendent, entered the meeting at 2:16 p.m.

3. PUBLIC COMMENTS, CLOSED SESSION ITEMS

There were no requests to speak.

4. CLOSED SESSION

The Board of Trustees entered closed session at 2:16 p.m.

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

5.1 Reconvene Meeting

The Board of Trustees reconvened into open session at 6:06 p.m.

5.2 **Pledge of Allegiance and Moment of Silence**

Student Representative to the Board of Trustees Sophia Soliman led the Pledge of Allegiance to the Flag of the United States of America and provided a moment of silence.

5.3 **Closed Session Report**

Board Clerk Piercy reported the following actions taken during closed session.

- 5.3.1 No reportable action taken regarding public employee performance evaluation, superintendent.
- 5.3.2 No reportable action taken regarding negotiations.
- 5.3.3 No reportable action taken regarding anticipated litigation.
- 5.3.4 Pursuant to Government Code Section 54956.9 (a), the Board of Trustees unanimously voted to approve the settlement agreement in OAH Case No. 2015090857 resolving all outstanding issues by continuing student's placement and reimbursing parent \$8,750 for educationally-related fees and costs.
- 5.3.5 No reportable action taken regarding existing litigation.
- 5.3.6 No reportable action taken regarding property negotiations.
- 5.3.7 The Board of Trustees took formal action with a 5-0 vote, to make the following administrative appointments.

Dr. Jaron Fried, assistant superintendent, Educational Services
Brad Jackson, assistant superintendent, Human Resources
Manuel Colón, chief academic officer
Darrick Garcia, director, Human Resources
Janet Queneau, director, Special Youth Services
- 5.3.8 No reportable action taken regarding personnel.
- 5.3.9 The Board of Trustees took formal action, with a 5-0 vote, to dismiss employee HR-2015-16-04.
- 5.3.10 No reportable action taken regarding employee HR-2015-16-06.
- 5.3.11 This item was pulled prior to the adoption of the agenda.
- 5.3.12 This item was pulled prior to the adoption of the agenda.
- 5.3.13 The Board of Trustees took formal action, with a 5-0 vote, to accept the settlement agreement for employee HR-2015-16-13.

Newly appointed Special Youth Services Director Janet Queneau introduced her family.

6. **INTRODUCTION OF GUESTS**

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

In addition, Board of Trustees' President Randle-Trejo introduced Dean Elder, ASTA president; James Goran, ASTA vice president; Joanne Fawley, ASTA past president; Kyle Hendrickson and Lacie Mounger, APGA co-presidents; Daphne Hammer, ALTA president; Leah Winter, Anaheim Secondary Council PTA president; and Julie Dentler, ROP coordinator of curriculum and instruction.

7. **BOARD OF TRUSTEES' RECOGNITION**

7.1 **Fagen Friedman & Fulfrost, LLP**

The Board of Trustees recognized Fagen Friedman & Fulfrost, LLP for their generous donation of \$5,000 to the Sustainability Showcase.

7.2 **Christina Hui Kuo**

The Board of Trustees recognized Christina Hui Kuo for her generous donation of \$2,000 to the Cypress High School tennis program.

7.3 **OC Wellness Physicians**

The Board of Trustees recognized OC Wellness Physicians for their generous donation of 500 hygiene bags and over 500 backpacks for District students.

8. **REPORTS**

8.1 **Principals' Report**

Daphne Hammer, Dale Junior High School principal, and Dr. Robert Cunard, Magnolia High School principal, presented a report on the A-G completion plan.

8.2 **Student Representative's Report**

Sophia Soliman, student representative to the Board of Trustees, reported on student activities throughout the District.

8.3 **Reports of Associations**

Dean Elder, ASTA president, spoke of teacher expectations and partnership with the District, as well as negotiations.

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

Leah Winter, ASCPTA president, thanked the Board of Trustees for the many associations with the District and for allowing PTA to have a voice at AUHSD.

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

Jon Hultman, Oxford Academy PTSA president, provided an update regarding a housing project near Oxford Academy.

10. **BOARD OF TRUSTEES' APPOINTMENTS TO COMMITTEES**

Action:

On the motion of Trustee Jabbar, duly seconded and unanimously carried, following discussion, the Board of Trustees appointed Gary Humphries to serve on the Anaheim Union High School District Foundation Board of Directors.

11. **ITEMS OF BUSINESS**

RESOLUTIONS

11.1 **Resolution No. 2015/16-B-10, Authorization to Prepay the 2004 COP's**

Background Information:

At the August 2015 Board meeting, the Board received an information presentation discussing options to manage outstanding Certificates of Participation (COP) debt and fund the new central kitchen. At the September 2015 Board meeting, the Board received an information presentation discussing in more depth the COP plans and central kitchen plans. The plans involved prepaying the 2004 COPs and issuing new COPs to fully fund the new central kitchen and complete additional Facilities Master Plan projects.

Current Consideration:

The Board was asked to consider adoption of a Resolution that authorizes District staff to proceed with prepaying the 2004 COP's. If authorized, the COPs will be prepaid on March 1, 2016.

Budget Implication:

The repayment amount is \$9.35 million. This will be funded with a combination of unspent 2004 COP funds of \$8.48 million and deferred maintenance funds of \$0.87 million. No expenditures are anticipated from the General Fund.

The prepayment of the 2004 COPs will eliminate annual payments owed of approximately \$1.2 million per year over the next 10 years. (General Funds)

Action:

On the motion of Trustee Piercy and duly seconded, following discussion, the Board of Trustees adopted Resolution 2015/16-B-10, Authorization to Prepay the 2004 COP's. The roll call vote follows.

Ayes: Trustees O'Neal, Jabbar, Smith, Piercy, and Randle-Trejo

11.2 **Resolution No. 2015/16-E-05, Civic and Service Learning**

Background Information:

It is the intention of Anaheim Union High School District that all District students will graduate with the skills, motivation, curiosity, empathy, and resilience to succeed in their choice of college and career in order to lead and participate in our democratic society. Resolution No. 2015/16-E-05, Civic and Service Learning, recognizes that schools are a

critical place for students to develop the civic knowledge, skills, and values needed to effectively contribute to and participate in our democracy.

Current Consideration:

The Board of Trustees was requested to adopt Resolution No. 2015/16-E-05, Civic and Service Learning. This will provide an opportunity to inform parents, guardians, and the community of the efforts that the District is making to recognize the importance of civic education.

Budget Implication:

There is no impact to the budget.

Action:

On the motion of Trustee Jabbar and duly seconded, the Board of Trustees adopted Resolution No. 2015/16-E-05, Civic and Service Learning. The roll call vote follows.

Ayes: Trustees O'Neal, Jabbar, Smith, Piercy, and Randle-Trejo

11.3 **Resolution No. 2015/16-E-06, National African American History Month**

Background Information:

National African American History Month in February celebrates the contributions that African Americans have made to American history in their struggles for freedom and equality, as well as deepens our understanding of our nation's history.

Current Consideration:

The Board of Trustees was requested to adopt Resolution No. 2015/16-E-06 for National African American History Month. The adoption of this resolution provides an opportunity to inform parents, guardians, and the community of the efforts that the District is making to honor the many achievements and contributions made by African Americans to our economic, cultural, spiritual, and political development.

Budget Implication:

There is no impact to the budget.

Action:

On the motion of Trustee O'Neal and duly seconded, the Board of Trustees adopted Resolution No. 2015/16-E-06, National African American History Month. The roll call vote follows.

Ayes: Trustees O'Neal, Jabbar, Smith, Piercy, and Randle-Trejo

11.4 **Resolution No. 2015/16-E-07, National Parent/Teacher Association Founders Day**

Background Information:

National Parent/Teacher Association Founders Day honors the dedication of the Parent/Teacher Association (PTA), which was established more than a century ago.

Current Consideration:

The Board of Trustees was requested to adopt Resolution No. 2015/16-E-07 for National Parent/Teacher Association Founders Day. The adoption of this resolution provides an opportunity to inform parents, guardians, and the community of the efforts that the District is making to support parent involvement and work on behalf of all children and families.

Budget Implication:

There is no impact to the budget.

Action:

On the motion of Trustee Piercy and duly seconded, the Board of Trustees adopted Resolution No. 2015/16-E-07, National Parent/Teacher Association Founders Day. The roll call vote follows.

Ayes: Trustees O'Neal, Jabbar, Smith, Piercy, and Randle-Trejo

11.5 **Resolution No. 2015/16-E-08, Career and Technical Education Month**

Background Information:

The month of February has been designated as Career and Technical Education Month by the Association for Career and Technical Education. Career and technical education provides Americans with a school-to-career connection and it is the backbone of a strong, well-educated workforce, which fosters productivity in business and industry and contributes to America's leadership in the international marketplace.

Current Consideration:

The Board of Trustees was requested to adopt Resolution No. 2015/16-E-08 for Career and Technical Education Month. The adoption of this resolution provides an opportunity to inform parents, guardians, and communities of the efforts that the District is taking to promote career and technical education.

Budget Implication:

There is no impact to the budget.

Action:

On the motion of Trustee O'Neal and duly seconded, the Board of Trustees adopted Resolution No. 2015/19-E-08, Career and Technical Education Month. The roll call vote follows.

Ayes: Trustees O'Neal, Jabbar, Smith, Piercy, and Randle-Trejo

11.6 **Resolution No. 2015/16-HR-02, National School Counseling Week**

Background Information:

National School Counseling Week focuses public attention on the unique contribution of professional school counselors and how students are different as a result of what school counselors do. National School Counseling Week highlights the tremendous impact school counselors can have in helping students achieve school success and plan for a career. The special week honors school counselors for being actively engaged in helping students examine their abilities, strengths, interests, and talents; working in a partnership with parents as they encounter the challenges of raising children in today's world; focusing on positive ways to enhance students' social/personal, educational, and career development; as well as working with teachers and other educators to provide an educational system where students can realize their potential and set healthy, realistic, and optimistic aspirations for themselves. Professional school counselors are certified, experienced educators with a master's degree in guidance and counseling. The combination of their training and experience makes them an integral part of the total educational program.

Current Consideration:

Resolution No. 2015/16-HR-02, National School Counseling Week, declares the week of February 1, 2016, through February 5, 2016, as National School Counseling Week throughout the Anaheim Union High School District. Counselors will be recognized for their dedication and hard work in preparing our students for success in the future.

Budget Implication:

There is no impact to the budget.

Action:

On the motion of Trustee O'Neal and duly seconded, the Board of Trustees adopted Resolution No. 2015/16-HR-02, National School Counseling Week. The roll call vote follows.

Ayes: Trustees O'Neal, Jabbar, Smith, Piercy, and Randle-Trejo

BUSINESS SERVICES

11.7 Consulting Agreement, Gallagher Benefit Services, Inc.

Background Information:

The District has been associated with Gallagher Benefit Services, Inc., the District's health benefits consultant, since 2006. The consulting agreement with Gallagher Benefit Services, Inc., and the consulting fees for administering the District's health benefit insurance plans, has not been amended since 2010 and has been renewing automatically for additional one-year periods since 2013.

Current Consideration:

The consulting agreement will become effective March 1, 2016, and will extend professional benefit consulting services for three years. Thereafter, the consulting period will be extended for additional one-year periods upon approval of the assistant superintendent of Business Services.

Budget Implication:

The fees for benefit consulting services are not to exceed \$138,600 in year one, which will be billed in equal installments of \$11,550 and paid on a monthly basis. The fee will increase by 5 percent on March 1, 2017, and again on March 1, 2018. (Health and Welfare Funds)

Action:

On the motion of Trustee O'Neal, duly seconded and unanimously carried, the Board of Trustees approved the consulting agreement.

11.8 Financial Audit Report for Fiscal Year 2014-15

Background Information:

California Education Code Section 41020 requires that school districts provide for an annual audit of all funds under the district's jurisdiction using an independent auditor and reported using the format established by the California State Controller's Office. California Education Code Section 41020.3 requires that the Governing Board review the annual audit at one of its regularly scheduled meetings.

Current Consideration:

The Board of Trustees previously retained the firm of Vavrinek, Trine, Day & Co., LLP, certified public accountants to conduct the District's annual audit. Representatives of the

firm have completed their examination and have presented the results to District staff. The final report was attached as an exhibit.

Budget Implication:

There is no impact to the budget.

Action:

Although this was an information item only, requiring no formal action by the Board of Trustees, the Board formally reviewed and accepted the report.

11.9 **Agreement, Zonar Systems, Inc.**

Background Information:

Currently, bus drivers use a paper form daily to record the conditions of the school buses they drive to show the required pre-trip inspection was completed. This method is common, however, has become inefficient and uses a large amount of paper.

The Transportation Department also has an inadequate Global Positioning System (GPS) that is attached to the two-way radio system and it is difficult to obtain "real time" data from these units. The District's buses do not have a current system for bus drivers to record and ensure the driver has done a "child check" after each run and/or route.

Current Consideration:

There are many companies that offer GPS systems. ZONAR Systems, Inc. is the only company that offers GPS with their patented Electronic Vehicle Inspection Report (EVIR). The GPS function also affords the District the ability to locate vehicles at any point in time, see where they are stopped and the speeds traveled, as well as report the actual times the vehicle's engines were started or stopped. ZONAR Systems, Inc.'s solution also has a "child check" function included in the EVIR, that will assist the drivers in making sure no one is left on the bus.

The District is a proud recipient of the Don Carnahan Memorial ZONAR and National Association for Pupil Transportation (NAPT) Grant winner in the amount of \$50,000, which was specifically designated for the purchase of a ZONAR solution. An additional \$15,000 discount was also given to the District by Zonar. The total cost of the equipment, installation, training, and first year software, licenses, and services will total \$58,224. There will be a license fee, billed annually at \$28,848 thereafter for one additional year.

Budget Implication:

The District is receiving a \$50,000 grant and an additional cost savings of \$15,000. The total amount of the expenditures are not to exceed \$87,072. (General Funds)

Action:

On the motion of Trustee Piercy, duly seconded and unanimously carried, following a lengthy discussion, the Board of Trustees approved the agreement.

11.10 **Public Hearing, California Department of Education (CDE) Site Selection Standard Compliance**

Background Information:

The District is working with CDE to insure that the approximate two acres of property along Lincoln Avenue adjacent to Anaheim High School, will be eligible for potential school building

use in the future. CDE has established certain site selection standards in the Education Code and Title 5 of the California Code of Regulations, including but not limited to: identification of pipelines and railroads within 1,500 feet of the site; identification of potential air quality hazards within a quarter of a mile of the site; and identification of oil or gas wells and high voltage transmission lines in the vicinity of the site.

In support and satisfaction of each required standard, the following documents have been prepared and are available for review in the Business Services Department of the District:

1. Phase 1 Environmental Site Assessment, dated October 4, 2013;
2. Preliminary Geotechnical Evaluation, dated March 31, 2015;
3. Final Preliminary Environmental Assessment Report ("PEA"), dated May 1, 2015;
4. Letter from Department of Toxic Substances Control Approving PEA, dated September 28, 2015; and
5. Initial Study and Mitigated Negative Declaration, approved August 19, 2015.

Current Consideration:

As part of the District's efforts to obtain contingent site approval from CDE, the District is required, prior to acquiring the Taormina Family Capital Fund, LLC and city of Anaheim property adjacent to Anaheim High School, to hold a public hearing to evaluate the property using the site selection standards established by CDE as discussed in the above documents.

Budget Implication:

There is no impact on the budget.

Action:

Although this was an information item only, requiring no formal action by the Board of Trustees, Board President Randle-Trejo formally opened the public hearing to provide the public an opportunity to address the District's compliance with the CDE established site selection standards at 7:50 p.m.

Doug Yeoman, general attorney, spoke about the District meeting all CDE requirements.

Trustee Smith exited the meeting at 7:52 p.m.

Board President Randle-Trejo closed the public hearing at 7:53 p.m.

11.11 Purchase and Sale Agreement, Taormina Family Capital Fund, LLC

Background Information:

On September 23, 2014, the Board of Trustees approved entering into a Purchase and Sale Agreement with the Taormina Family Capital Fund LLC (Taormina) for the acquisition of approximately 1.06 acres of improved real property (Taormina Property) adjacent to Anaheim High School for public school purposes as determined by the District.

On June 18, 2015, the Board of Trustees approved entering into the First Amendment to the Purchase and Sale Agreement, which authorized the delay of the Due Diligence Period and close of escrow to the end of October 2015 and authorized Taormina to seek individuals

from the community who desired to relocate one or more of the residential structures from the property. Taormina has advised that there was no interest expressed in relocating any of the residential structures.

On November 5, 2015, the Board of Trustees approved entering into the Second Amendment to the Purchase and Sale Agreement, which (a) extended the expiration of the Due Diligence Period to January 1, 2016, (b) required Taormina to remove all structures and foundations from the Taormina Property prior to the close of escrow (collectively, the "Work"), (c) adjusted the Base Purchase Price to include the cost to complete the Work at a not to exceed amount of \$235,000, and (d) facilitates the District's ability to comply with Department of Toxic Substances Control (DTSC) requirements, as well as the development of the Taormina Property.

Consistent with the Second Amendment to the Purchase and Sale Agreement, Taormina has caused all structures and foundations, including any remaining personal property located within the interior or exterior of each property to be properly removed from the Taormina Property.

The District remains in discussions with the city of Anaheim to acquire the approximate .64 acres of property consisting of North Ohio Street, North Illinois Street, and that portion of the alley behind the Taormina Property between North Ohio Street and North Illinois Street located immediately adjacent to Anaheim High School.

The District has satisfied all conditions to closing specified in the Purchase and Sale Agreement, including the approval of a Mitigated Negative Declaration on August 19, 2015, to comply with the California Environmental Quality Act (CEQA) and the receipt of a letter dated September 28, 2015, from DTSC approving the Preliminary Environmental Assessment for the subject property. The District is working with and expects to receive a contingent site approval letter from CDE to enable the District to utilize the property for a school building in the future if and when deemed appropriate, and therefore waives the condition that that said approval be received prior to the close of escrow.

Current Consideration:

The Parties desire to adjust the Base Purchase Price of the Taormina Property from \$2,926,523 to \$3,161,523 to reflect the \$235,000 actual cost to perform the Work and to more accurately reflect the fair market value of the Taormina Property, free of any improvements.

Consistent with the terms of the Purchase and Sale Agreement, as amended, the Board of Trustees may authorize that the District close escrow on the Taormina Property and enter into the required School Cleanup Agreement and Removal Action Plan following the close of escrow to remediate the required hazardous materials from the property to enable the proposed parking lot to be constructed for use by Anaheim High School.

Budget Implication:

The District and Taormina have agreed that the Base Purchase Price for the Taormina Property is \$2,926,523, plus required title and escrow fees. With the addition of the \$235,000 cost of the Work, the Revised Purchase Price will be \$3,161,523. The Revised Purchase Price and closing cost shall be paid from capital facilities funds. (Capital Facilities Funds and Developer Fees)

Action:

On the motion of Trustee Jabbar, duly seconded and unanimously carried by those present, the Board of Trustees: (1) authorized the payment of the Revised Purchase Price of \$3,161,523, plus required title and escrow fees; (2) authorized that escrow for the Taormina Property be closed pursuant to the terms of the Purchase and Sale Agreement; (3) authorized entering into the required School Cleanup Agreement and Removal Action Plan with DTSC; and (4) to comply with CEQA, provided the Clerk for Orange County with the Notice of Determination and two copies of the Certificate of Fee Exemption, and provided the State Clearinghouse with a copy of the Notice of Determination.

EDUCATIONAL SERVICES

11.12 Memorandum of Understanding (MOU), RTH Stroke Foundation S.M.A.R.T. Program, Anaheim High School

Background Information:

The RTH Stroke Foundation is dedicated to conducting community education seminars and screenings for stroke, as well as providing stroke survivors and their families with education and support. The S.M.A.R.T. (Students learning about stroke and Making healthy lifestyle choices Aware of Risk factors Teaching others) Program is an educational program targeted at school-aged children on the signs and symptoms of stroke. RTH Stroke Foundation personnel also teach students the measures they can take in their lives to grow into healthy adults.

Current Consideration:

RTH Stroke Foundation personnel will provide a minimum of three sessions per each participating classroom of S.M.A.R.T. curriculum, administered in either a one, two, or three-week period as stipulated by Anaheim High School. Session one will consist of a lecture on stroke, session two will consist of a demonstration on stroke, and session three will feature a guest speaker along with time reserved for question and answer. The term of this agreement shall be for three years and will be automatically renewed.

Budget Implication:

There is no impact to the budget.

Action:

On the motion of Trustee Jabbar, duly seconded and unanimously carried by those present, the Board of Trustees approved the MOU.

Trustee Smith returned to the meeting at 7:54 p.m.

11.13 Educational Consulting Agreements, Sharon Lavery and Ken Gammie

Background Information:

The District's Honor Band program was initiated in 2000, and has given the District's most promising instrumental music students an opportunity to perform as a District-level orchestra. The High School Honor Band serves approximately 75 students, and the Junior High School Honor Band serves approximately 100 students. The District's band directors prepare students for the audition process, and then guest conductors rehearse and conduct students who are selected to be part of the Honor Band program.

The AUHSD Foundation has been supporting this program for the past few years, and they have funded the guest conductors' honorariums. This year, the AUHSD Foundation has not

yet approved the honorariums due to parliamentary setbacks within the AUHSD Foundation Board. Therefore, the Educational Services Department is requesting that District funds are used to support the honorariums for the guest conductors. The Honor Band concert is scheduled for February 5, 2016.

Current Consideration:

Approve the educational consulting agreements for Sharon Lavery and Ken Gammie, guest conductors for the District's Honor Band program. Services will be provided February 2, 2016, through February 5, 2016.

Budget Implication:

The total cost is not to exceed \$1,500. (LCFF Funds)

Action:

On the motion of Trustee O'Neal, duly seconded and unanimously carried, the Board of Trustees approved the educational consulting agreement with Sharon Lavery and Ken Gammie.

11.14 **Memorandum of Understanding (MOU), City of Anaheim**

Background Information:

The city of Anaheim, through the Anaheim Public Library, is supporting A Card for Every Student (ACES) project. The goal of the project is to partner with the District to provide the students and faculty access to the city of Anaheim's extensive collection of online resources. The collection of online resources includes: e-books, language learning resources, and electronic databases that cover a wide array of subject matter. The library's online resources and content is consistent with the American Library Association's Library Bill of Rights and Freedom to Read statement.

Current Consideration:

With permission from their parents during the annual registration process, District students will use their student ID numbers to access the online resources. District faculty will use their faculty ID numbers and a four digit personal identification number to access the online resources. The Anaheim Public Library will work with the District's Education and Information Technology Department to follow all federal and state law regulations regarding the exchange of student information and student internet usage. The MOU shall begin July 1, 2016, and extend through June 30, 2017. The agreement is automatically renewable from year to year, unless either party gives a 30-day notice of intent to withdraw from the collaboration.

Budget Implication:

There is no impact to the budget.

Action:

On the motion of Trustee Piercy, duly seconded and unanimously carried, following discussion, the Board of Trustees approved the MOU.

11.15 **Agreement, GFK Home Health Care**

Background Information:

Students who attend schools in the District may require health and nursing services, which are documented within the Individualized Education Plan (IEP) and provided by personnel employed by the District. These students also often receive in-home health care services

provided by a licensed nurse, who is not employed by the District. On occasion, parents will request that the nurse who assists the student within the home setting also provide the student's health and nursing services at school, rather than have these services provided by District employees.

Current Consideration:

A GFK Home Health Care private-duty nurse will accompany the student to school and provide the doctor-ordered specialized health care procedures. Services are being provided November 30, 2015, through June 30, 2016.

Budget Implication:

There is no impact to the budget.

Action:

On the motion of Trustee O'Neal, duly seconded and unanimously carried, following discussion, the Board of Trustees ratified the agreement.

11.16 **Educational Consulting Agreement, Anxiety and Depression Center**

Background Information:

Sometimes, students can exhibit behavior that may indicate a threat toward self and/or others. When there is a significant concern that a student may be a danger to self or others, District personnel makes the determination if the student requires further emergency assessment. The Anxiety and Depression Center provides threat assessment evaluations of students and their families at the request of the District to help determine next steps, supports, and services.

Current Consideration:

The Anxiety and Depression Center will provide clinical evaluations that must be conducted by a clinical psychologist, who has experience in diagnosing and treating significant mental health issues. Services are being provided July 1, 2015, through June 30, 2016.

Budget Implication:

The total cost for these services is not to exceed \$40,000, based on a rate of at least \$1,500 per threat assessment evaluation. (LCFF Funds)

Action:

On the motion of Trustee Jabbar, duly seconded and unanimously carried, the Board of Trustees ratified the educational consulting agreement.

11.17 **Agreement, California Association for Bilingual Education (CABE)/Professional Development Services (PDS)**

Background Information:

CABE is a pioneering professional association with 40 years of experience with educational programs for second language learners. CABE's PDS is recognized for its expertise in assisting districts in implementing dual language and other innovative language-learning programs. With the increased interest and anticipated enrollment from feeder dual language programs in Anaheim City and Magnolia school districts, the District formed a Dual Language Academy Advisory Council to address the needs that accompany expansion and growth of the District's Dual Language Academy. The District is uniquely situated to be the leader in dual language programs at the secondary level in the Anaheim area, as its junior

and high schools are the nexus between their feeder elementary school districts and the continuance of their dual language programs.

Current Consideration:

CABE/PDS will provide their expertise to support the District with developing new programs and growing existing programs, and also help strengthen the vertical alignment of the dual language programs between the District and the feeder elementary school districts. Services will be provided January 22, 2016, through June 30, 2016.

Budget Implication:

The total cost for services is not to exceed \$7,500. (Title III Funds)

Action:

On the motion of Trustee Jabbar, duly seconded and unanimously carried, the Board of Trustees approved the agreement.

11.18 **School-Sponsored Student Organizations**

Background Information:

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

Current Consideration:

The following schools submitted school-sponsored student organization applications:

- 11.18.1 Anaheim High School Ecology Club, Anaheim High School
- 11.18.2 Glam Squad "Club", Loara High School
- 11.18.3 The Pioneer Press Club, Western High School
- 11.18.4 Rainbow Warriors, South Junior High School

Budget Implication:

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

Action:

On the motion of Trustee O'Neal, duly seconded and unanimously carried, the Board of Trustees approved the applications.

The student representative to the Board of Trustees cast a preferential vote for the school-sponsored student organizations.

HUMAN RESOURCES

11.19 **Memorandum of Understanding (MOU), The Association of California School Administrators (ACSA) Foundation for Educational Administration (FEA)/New Teacher Center (NTC)**

Background Information:

Obtaining a Clear Administrative Services credential is a requirement for all employees serving in an administrator position. To obtain the credential, individuals must enroll in a program authorized by the California Commission on Teacher Credentialing (CTC) and complete coursework and a minimum number of hours. Due to an increasing number of new

administrators at the District in recent years, the District collaborated with the Association of California School Administrators (ACSA) to establish a cohort to complete a clear credential program. By serving as a host site, this ensures the program meets the District's high standards for leadership development.

The California Network of School Leadership Coaches (CNSLC) was created and is administered through a partnership with ACSA, the Foundation for Educational Administration (FEA), and the New Teacher Center (NTC). CNSLC includes ACSA-FEA/NTC's Affiliated Local Programs and independent Member Local Programs providing approved Commission on Teacher Credentialing Clear Administrative Services Credential programs. Each program is operated through regional local educational agencies.

The MOU between ACSA-FEA/NTC allows administrators to be trained by CNSLC in School Leadership Coaching as administrative coaches/mentors.

Current Consideration:

The purpose of this agreement is to provide the District the ability to train administrators and serve as their credentialing institution for the Clear Administrative Credential Program. Services will be provided February 1, 2016, through June 30, 2017.

Budget Implication:

The total cost is not to exceed \$26,750. (General Funds)

Action:

On the motion of Trustee Piercy, duly seconded and unanimously carried, following a lengthy discussion, the Board of Trustees approved the MOU with the Association of California School Administrators (ACSA)-Foundation for Educational Administration (FEA)/New Teacher Center (NTC).

SUPERINTENDENT'S OFFICE

11.20 Employment Agreement with Assistant Superintendents and Chief Academic Officer

Background Information:

Employment agreements are required for upper-level management who are unrepresented employees, which includes the assistant superintendents and the new position of chief academic officer.

Current Consideration:

The Board was requested to enter into the following new employment agreements.

<u>Name</u>	<u>Title</u>	<u>Term</u>
Dr. Jaron Fried	Assistant Superintendent, Educational Services	1/21/16-6/30/18
Brad Jackson	Assistant Superintendent, Human Resources	1/21/16-6/30/18
Manuel Colón	Chief Academic Officer	1/21/16-6/30/18

Budget Implication:

There is a budget impact as the chief academic officer is a new position.

Action:

On the motion of Trustee O’Neal, duly seconded and unanimously carried, the Board of Trustees approved the employment agreements, as amended prior to the adoption of the agenda.

11. **CONSENT CALENDAR**

On the motion of Trustee O’Neal, duly seconded and unanimously carried, following discussion, the Board of Trustees approved all consent calendar items, with the exception of items 12.6 and 12.7 pulled by Trustee O’Neal.

BUSINESS SERVICES

12.1 **Agreement, Third Party Claims Administration**

Background Information:

The District has been associated with Claim Retention Services, Inc. (CRS), since 2007 when claim administration services were transferred from another third party administrator.

Current Consideration:

Approval of the agreement would allow CRS to continue to administer the District’s property and liability claims program from February 1, 2016, through January 31, 2017. Claims Administration services would include those claims within the self-insured retention of \$25,000 for property claims and \$50,000 for liability.

Budget Implication:

The annual fixed rate fee for property and liability claims that occur within the self-insured retention of the District would be \$24,000 for claims administration services. In addition to the annual claims administration fee, investigative and mileage expenses would be billed on a time and expense basis as needed. Additional investigative expenses may include, but not limited to, expert and professional assistance, such as professional photography, laboratory services, property damage appraisals, on-site investigation and witness statements, copying material and other records, trial preparation and professional engineering services. (General Funds)

Action:

The Board of Trustees approved the agreement.

12.2 **Award of Bid**

Background Information:

The Board of Trustees was requested to award a bid for the purchase of standard multi-purpose copier paper used district wide. Staff is leveraging annual usage and strategic delivery times to obtain the best possible pricing for this paper.

Current Consideration:

This bid will establish discounted pricing and will fulfill any formal bid requirements. The amounts shown below are based on best annual estimates and actual amount spent could be higher or lower. The following “Award of Bid” is the lowest, most responsible, and responsive bidders.

Award of Bid:

The Board of Trustees was requested to award the following bid.

<u>Bid #</u>	<u>Commodity</u>	<u>Award</u>	<u>Amount</u>
2016-09	Multi-Purpose Copy Paper (General Funds)	DD Office Products DBA Liberty Paper	\$221,388/ Annually
		Spicers Paper, Inc.	\$ 79,200/ Annually

Action:

The Board of Trustees awarded the bid for the purchase of multi-purpose copier paper from the listed suppliers for up to three years, renewable annually by the District's director of purchasing and central services.

12.3 **Agreement, General Auction Company (GAC)**

Background Information:

Public auction is one of the approved methods for disposal of surplus equipment from a public agency. The District currently utilizes a nonexclusive contract with an auctioneer to dispose of surplus equipment throughout the District that is obsolete and/or reached the end of its useful life. The District seeks alternate sources for auction services for surplus on an as-needed basis.

Current Consideration:

GAC holds monthly public auctions at its facility in Buena Park, California. They have a 150,000 square foot lot and a 6,500 square foot warehouse to sell surplus property. GAC has over 20,000 qualified bidders that receive their auction information prior to each auction. The company has been in business for over 60 years and serves many local municipality agencies, cities, public utility companies, local agencies, and other businesses throughout California. Some other added benefits of utilizing GAC is that they have agreed to transport the District's surplus at no cost and their commission rates are lower than the current auctioneer. This contract would be utilized on an as-needed basis for the sale of surplus property.

Budget Implication:

There is no impact to the budget.

Action:

The Board of Trustees approved the agreement.

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

Action:

The Board of Trustees approved the list of District furniture and equipment as unusable, obsolete, and/or out-of-date, and ready for sale or destruction, as well as authorized proper disposal in accordance with Education Code Section 60510 et al.

12.5 **Donations**

Action:

The Board of Trustees accepted the donations as submitted.

On the motion of Trustee O'Neal and duly seconded, following discussion, the Board of Trustees ratified items 12.6 and 12.7 with the following vote.

Ayes: Trustees Jabbar, Smith, Piercy, and Randle-Trejo
Abstain: Trustee O'Neal

12.6 **Purchase Order Detail Report**

Action:

The Board of Trustees ratified the report, December 1, 2015, through January 11, 2016.

12.7 **Check Register/Warrants Report**

Action:

The Board of Trustees ratified the report December 1, 2015, through January 11, 2016.

12.8 **SUPPLEMENTAL INFORMATION**

12.8.1 ASB Fund, November 2015

12.8.2 Cafeteria Fund, October 2015

12.8.3 Enrollment, Month 4

EDUCATIONAL SERVICES

12.9 **2015-16 Single Plan for Student Achievement**

Background Information:

California Education Code Section 64001 specifies that schools and districts that receive state and federal funding prepare a Single Plan for Student Achievement for any recipient school. The purpose of the Single Plan for Student Achievement is to coordinate all educational services at the school, and it serves as a blueprint to improve the academic performance of all students.

Current Consideration:

Each action plan, recently distributed to the Board of Trustees, and available to the public, includes information pertaining to site curriculum, instruction, professional development, parent activities, and budget expenditures.

Budget Implication:

There is no impact to the budget.

Action:

The Board of Trustees approved the 2015-16 Single Plan for Student Achievement, for all school sites.

12.10 **Memorandum of Understanding (MOU) Amendment, OneOC AmeriCorps CalPREP Program**

Background Information:

In June 2015, the District entered into an agreement with OneOC a non-profit organization that works with CalServes AmeriCorps Program. AmeriCorps CalPREP fellows have been placed at Ball, Brookhurst, Dale, Orangeview, South, and Sycamore junior high schools. The fellows work with the District sites to recruit and coordinate volunteer mentors for on-going college mentoring, and to build the infrastructure to support services to youth and their families.

Current Consideration:

OneOC and the District would like to amend the original MOU to include an additional monthly stipend of \$150 per month for each of the six AmeriCorp fellows. This stipend would be paid by the District and would retroactively cover the 12 month period beginning September 1, 2015, through August 31, 2016.

Budget Implication:

The District will provide additional non-federal matching funds of \$1,800 per AmeriCorp fellow, for a total amount not to exceed \$10,800 per year. (General Funds)

Action:

The Board of Trustees approved the MOU amendment.

12.11 **Educational Consulting Agreement, Parent Institute for Quality Education (PIQE), Anaheim High School**

Background Information:

For the past 13 years, the District has worked with PIQE to deliver parent training that is consistent with the parent involvement requirements of the Title I, Part A, program. A key parent involvement requirement is teaching parents how to help their children become more successful in school, as well as teaching parents how to become more involved in their children's educational process.

Current Consideration:

PIQE will conduct nine weekly training sessions for Anaheim High School parents. Services will include telephone calls to all households for the recruitment of parent participants, curriculum for nine parent seminars, and materials required for the course, such as binders and lesson plans for 150 parent participants. Services will be provided February 11, 2016, through April 7, 2016.

Budget Implication:

The total cost for services is not to exceed \$15,000. (Title I and LCFF Funds)

Action:

The Board of Trustees approved the educational consulting agreement.

12.12 **Educational Consulting Agreement, Parent Institute for Quality Education (PIQE), Magnolia High School**

Background Information:

For the past 13 years, the District has worked with PIQE to deliver parent training that is consistent with the parent involvement requirements of the Title I, Part A, program. A key

parent involvement requirement is teaching parents how to help their children become more successful in school, as well as teaching parents how to become more involved in their children's educational process.

Current Consideration:

PIQE will conduct eight weekly training sessions for Magnolia High School parents. Services will include telephone calls to all households for the recruitment of parent participants, curriculum for eight parent seminars, and materials required for the course, such as binders and lesson plans for 150 parent participants. Services will be provided February 4, 2016, through March 31, 2016.

Budget Implication:

The total cost for services is not to exceed \$13,500. (Title I Funds)

Action:

The Board of Trustees approved the educational consulting agreement.

12.13 **Memorandum of Understanding (MOU), Orange County United Way (OCUW)**

Background Information:

The Anaheim Collaborative for Higher Education aims to create a seamless intersegmental pipeline to help students progress on to higher education and be college and career ready. The Anaheim Collaborative is a partnership with schools, school districts, the city of Anaheim, local colleges and universities (including UCI, CSUF, Fullerton College, and Cypress College), as well as community-based partners. The Anaheim Collaborative actively engages students, parents, teachers, faculty, counselors, administrators, and community members to foster 21st century learning opportunities. These opportunities embed the five C's; Critical Thinking, Communication, Collaboration, Creativity, and Compassion, as well as a college-going culture for all students. Students are exposed to the various options to attend higher education and are supported with a roadmap to college and career success.

Current Consideration:

This MOU provides funds from Orange County United Way (OCUW), under the FACE 2024 Grant, for the Anaheim Collaborative for Higher Education. Participation in the FACE 2024 grant program requires participation in OCUW's Education Coalition and Collaborative(s), helping to develop community solutions in support of OCUW's 10-year education goal to cut the high school dropout rate in half by 2024. OCUW staff members will also provide school site visits as part of the grant. The District will support and promote the following OCUW engagement opportunities: Corporate Speakers Bureau, OCUW campaign, as well as Walk United and Corporate Volunteer Opportunities. The District will also market and promote the grant partnership through media, print, and social media outlets. Additionally, OCUW will provide opportunities for volunteer engagement with their corporate partners and affinity groups.

Budget Implication:

The District will receive a total grant amount not to exceed \$25,000, which will be spent in support of the Anaheim Collaborative for Higher Education. Services will be provided July 1, 2016, through June 30, 2017.

Action:

The Board of Trustees approved the MOU.

12.14 **Educational Consulting Agreement, Belinda Dunnick-Karge, Ph.D., Special Education Inclusion Trainings for Certificated and Support Staff**

Background Information:

The District provided extensive inclusion staff development during the 2014-15 year. This initiative was supported by the efforts of Belinda Dunnick-Karge, Ph.D. She has worked with the District providing trainings for inclusion co-teaching teams and other support staff, and is a nationally recognized expert in inclusive education. Dr. Dunnick-Karge is part of the faculty at California State University, Fullerton, where many District teachers have earned their teaching credentials. She is uniquely qualified to assist the District as part of our improvement efforts, as she knows our staff, state requirements, and has a national perspective.

Current Consideration:

Dr. Belinda Dunnick-Karge will provide 10 days of training and/or services for inclusion co-teaching teams and other support staff. Trainings will include understanding the legal and instructional foundations for inclusive services, co-teaching strategies, engagement strategies, differentiated instructional strategies, and coaching for teacher teams. Services will be provided April 12, 2016, through June 30, 2016.

Budget Implication:

The cost for services is not to exceed \$10,000. The cost for the 2014-15 year did not exceed \$10,000. (Special Education Funds)

Action:

The Board of Trustees approved the educational consulting agreement.

12.15 **Membership, Special Education Legal Alliance**

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 2015-16 year be set at \$0.10 per average daily attendance. This recommendation was approved by district superintendents at the executive committee on March 13, 2015. The District has held this membership since 2005.

Current Consideration:

The Alliance provides education, support, advocacy, and assistance to the District on important legal issues related to special education matters. The District significantly benefits from Alliance services. Services are being provided September 22, 2015, through June 30, 2016.

Budget Implication:

The total cost for these services are not to exceed \$3,006.23. The amount paid for the 2014-15 year was \$4,550.93. (Special Education Funds)

Action:

The Board of Trustees ratified the payment of membership dues.

12.16 **Field Trip Report**

Action:

The Board of Trustees approved/ratified the report as submitted.

HUMAN RESOURCES

12.17 **2015-16 Second Quarterly Report, Williams Uniform Complaints**

Background Information:

The Williams Uniform Complaints report summarizes all complaints relative to adequate textbooks and instructional materials, teacher vacancies or misassignments, facilities conditions, as well as intensive instruction and services for students who have not passed the California High School Exit Examination (CAHSEE) by the end of the 12th grade. This is a quarterly report required by Education Code Section 35186, which is submitted to the Orange County Department of Education.

Current Consideration:

The Williams Uniform Complaints Second Quarterly Report, October 1, 2015, through December 31, 2015, states there were no complaints during this quarter.

Budget Implication:

There is no impact to the budget.

Action:

The Board of Trustees accepted the report.

12.18 **Certificated Personnel Report**

Action:

The Board of Trustees approved/ratified the report as submitted.

12.19 **Classified Personnel Report**

Action:

The Board of Trustees approved/ratified the report as submitted.

SUPERINTENDENT'S OFFICE

12.20 **Community Center Authority (CCA)**

The Board of Trustees was requested to ratify the appointment of Amanda Edinger to the governing board of the Community Center Authority (CCA). The CCA is a California joint powers authority that was created and oversees the Anaheim Convention Center. Per the CCA agreement, the Anaheim City Council has the right to appoint members to the governing board of the CCA, subject to ratification by the AUHSD Board of Trustees. She was appointed by the Anaheim City Council at their November 3, 2015, meeting.

Action:

The Board of Trustees ratified the appointment.

12. **SUPERINTENDENT AND STAFF REPORT**

Dr. Fried stated that there will be an Educational Services Department retreat on January 28, 2016, which will focus on priorities to better support all school sites.

Mr. Jackson shared information regarding part three of the four part series of progressive discipline, as well as sharing this work with all the bargaining units.

13. **BOARD OF TRUSTEES' REPORT**

Trustee O'Neal said he attended the Oxford Academy Career Pathways Grand Opening, funeral for former Superintendent Dr. Cynthia Grennan, ROP board meeting, Servathon VIP tour, Cypress State of the City Luncheon, OCSBA Fiscal Seminar, Ball Junior High School's 21st Scholar and Principal's Honor Roll Red Carpet event, as well as the Green Band Benefit Concert at AUHSD Performing Arts Center at Kennedy High School.

Trustee Jabbar shared that he attended the Oxford Academy Career Pathways Grand Opening, Servathon VIP tour, and Ball Junior High School's 21st Scholar and Principal's Honor Roll Red Carpet event. He also thanked Pat Karlak and Paul Chylinski for their work with the Servathon.

Trustee Smith reported her attendance at the Oxford Academy Career Pathways Grand Opening, Servathon VIP tour, P21 Community Mentoring Program Kick-off event with St. Jude at Anaheim High School, Ball Junior High School's 21st Scholar and Principal's Honor Roll Red Carpet event, and a tour of Anaheim High School pool. She also extended her gratitude to Patty Neely and Ralph Figueroa for facilitating the Anaheim High School pool tour.

Trustee Piercy stated she attended an ROP board meeting, Oxford Academy Career Pathways Grand Opening, Insurance Committee meeting, Cypress State of the City Luncheon, funeral for former Superintendent Dr. Cynthia Grennan, as well as the funeral for former Substitute Instructional Assistant Molly Ortega.

Trustee Randle-Trejo indicated she attended the Green Band Benefit Concert at AUHSD Performing Arts Center at Kennedy High School, Oxford Academy Career Pathways Grand Opening, Young Americans Workshop at Katella High School, two AUHSD Foundation meetings, P21 Community Mentoring Program Kick-off event with St. Jude at Anaheim High School, District Honor Choir event, 6th Grade Parent Information Night, OCSBA Fiscal Seminar, Greater Anaheim SELPA board meeting, Servathon VIP tour, funeral for former Substitute Instructional Assistant Molly Ortega, and NAMM 2016, which was opened by the Savanna High School marching band.

14. **ADVANCE PLANNING**

14.1 **Future Meeting Dates**

The next regular meeting of the Board of Trustees will be held on Thursday, February 18, 2016, at 6:00 p.m.

Thursday, March 10
Thursday, April 14
Tuesday, May 10
Thursday, June 9
Thursday, June 16
Thursday, July 14

Thursday, August 11
Thursday, September 8
Thursday, October 13
Thursday, November 10
Thursday, December 8

14.2 **Suggested Agenda Items**

Trustee Jabbar requested a resolution to recognize the Anaheim High School Alumni Association.

15. **ADJOURNMENT**

On the motion of Trustee Jabbar, duly seconded and unanimously carried, the Board of Trustees adjourned the meeting at 8:48 p.m.

Approved _____
Clerk, Board of Trustees