

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: January 31, 2020

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

Orange County Register, 1771 S. Lewis, Anaheim, CA 92805
Anaheim Bulletin, 1771 S. Lewis, Anaheim, CA 92805
Los Angeles Times, 1375 Sunflower, Costa Mesa, CA 92626
Event News, 9559 Valley View Street, Cypress, CA 90630
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 6th day of February 2020

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 6, 2020

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. *In compliance with the Americans with Disabilities Act, individuals with a disability who require modification or accommodation in order to participate in this meeting should contact the executive assistant to the superintendent at (714) 999-3503 by noon on Monday, February 3, 2020.*

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 54957: Public employee performance evaluation, superintendent.
- 4.2 To consider matters pursuant to Government Code Section 54956.9 (d)(2): Conference with legal counsel, anticipated litigation regarding one matter.
- 4.3 To consider matters pursuant to Government Code Section 54957.6: Conference with labor negotiators Mr. Matsuda, Dr. Fried, Dr. Root, and Mr. Jackson regarding negotiations and contracts with the American Federation of State, County and Municipal Employees (AFSCME), Anaheim Personnel and Guidance Association (APGA), Anaheim Secondary Teachers Association (ASTA), California School Employees Association (CSEA), and Mid-Managers Association (MMA).
- 4.4 To consider matters pursuant to Government Code Section 54957: Public employee discipline/dismissal/release.

- 4.5 To consider matters pursuant to Government Code Section 54957: Public employee discipline/dismissal/release, HR-2019-20-08. [**CONFIDENTIAL**]
- 4.6 To consider matters pursuant to Government Code Section 54957: Public employee discipline/dismissal/release, HR-2019-20-09. [**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 Lara Elkatat will lead the Pledge of Allegiance to the Flag of the United States of America and provide a moment of silence.

5.3 **Closed Session Report**

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

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

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

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

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

7.1 **Donations**

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

Bertrand's Music	Yamaha Musical Instruments and Accessories	AUHSD Visual and Performing Arts
Mr. and Mrs. Robert O'Brien	Athletic Apparel	Anaheim High School, Athletic Department
Vern's Plumbing	Basketball Shooting Machine	Anaheim High School, Athletic Department
Anthony Novello Plumbers and Steamfitters	Basketball Shooting Machine	Anaheim High School, Athletic Department

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

8.1 **Principals' Report**

Dr. Jodie Wales, Cypress High School principal, and Amber Houston, Lexington Junior High School principal, will present how Unlimited You opportunities are being created at their school sites.

8.2 **Student Representative's Report**

Lara Elkatat, 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. **PRESENTATIONS**

INFORMATION ITEM

10.1 **Community Benefits Agreement**

Background Information:

In July 2017, the Anaheim Union High School District entered into a Community Benefits Agreement with the Orange County Building and Trades Council. This agreement was approved for a five-year period and identified specific Measure H construction projects that would be bound to the provisions of the Community Benefits Agreement.

Current Consideration:

The Board will receive a presentation from the director, Facilities, Planning, Design and Construction regarding the District's Community Benefits Agreement.

Budget Implication:

There is no impact to the budget.

Staff Recommendation:

Although this is an information item only, requiring no formal action by the Board of Trustees, it is recommended that the Board of Trustees receive the information.

10.2 **Work-based Learning**

Background Information:

Through the Anaheim Union Educational Pledge, the District has committed to providing work-based learning experiences to students so that they can implement and reflect on the 5Cs, as well as make informed decisions about their college, career, and life plans. These experiences are provided through several programs, including Anaheim’s Innovative Mentoring Experience (AIME), North Orange County Regional Occupational Program’s Career and Technical Education classes, the Workability Program, as well as from partners such as Vital Link, the University of California, Irvine’s Saturday Academy of Law, and several others. Students experience everything from one-day career exploration visits to businesses to multi-day mentoring visits and internships.

Current Consideration:

District staff members will provide an annual report on the District’s work-based learning programs.

Budget Implication:

There is no impact to the budget.

Staff Recommendation:

Although this is an information item only, requiring no formal action by the Board of Trustees, it is recommended that the Board officially receive the information.

10.3 **Educational Monitoring Team**

Background Information:

The Educational Monitoring Team (EMT) process consists of a group of educators at a school site who work collaboratively to determine interventions for students demonstrating academic, behavioral, and/or attendance difficulties. The EMT process from school to school has varied in design, but has had the same innate purpose of monitoring data and identifying specific factors contributing to an individual student’s difficulties or progress. The EMT process allows the District to put interventions in place to address the student’s individual needs. This presentation will give an overall view of our system and the Districtwide alignment of the EMT process as we continue to support student success.

Current Consideration:

Dr. Shanna Egans, director of Student Support Services will present to Board of Trustees on the EMT process and its impact on students.

Budget Implication:

There is no impact to the budget.

Staff Recommendation:

Although this is an information item only, requiring no formal action by the Board of Trustees, it is recommended that the Board officially receive the information.

10.4 **Anaheim Achieves**

Background Information:

The Anaheim Family YMCA impacts more than 18,000 people of all ages annually. Our cause is to strengthen community and so much more through a focus on youth development, healthy living, and social responsibility. Our community impact is made possible by a

volunteer board of directors, 400 full and part-time staff, as well as hundreds of volunteers and supporters.

The District has long partnered with the Anaheim Family YMCA to provide expanded learning opportunities after school through the Anaheim Achieves program at Ball, Brookhurst, Dale, Orangeview, South, and Sycamore junior high schools, as well as Anaheim, Katella, Loara, Magnolia, and Western high schools. YMCA provides program administration, staffing, equipment, materials, training, data collection, and evaluation for the aforementioned schools.

Current Consideration:

Anaheim Family YMCA staff will present to the Board of Trustees on the program and its impact on District students.

Budget Implication:

There is no impact to the budget.

Staff Recommendation:

Although this is an information item only, requiring no formal action by the Board of Trustees, it is recommended that the Board officially receive the information.

11. ITEMS OF BUSINESS

RESOLUTIONS

- 11.1 **Resolution No. 2019/20-B-12, Emergency Contract for Water Remediation Services at Kennedy High School (Roll Call Vote)** **ACTION ITEM**

Background Information:

On April 22, 2019, staff at Kennedy High School discovered a water main break in the Library, which caused water to enter into various areas of the Library. Immediately upon the discovery of the water, school staff shut off the water to the Library and notified the District's main office, which immediately requested American Technologies, Inc. (ATI) to go to the school site to provide an initial assessment of the situation.

ATI responded on April 22, 2019, and determined the extent of the damage and immediately began the remediation process, which included, but was not limited to, extraction of all standing water that had flooded the Library, removal of all furniture, books and other property into storage containers, removal of all affected tile and carpet, performance of asbestos/mold testing, and ensure that the site was fully mitigated, clean and safe for District staff to then engage other contractors to perform repair and maintenance of the site.

Current Consideration:

Public Contract Code Section 20113 provides that in an emergency when any repairs, alterations, work or improvement is necessary to any facility of public schools to permit the continuance of existing school classes, or to avoid danger to life or property, the Board of Trustees may, by unanimous vote, with the approval of the County Superintendent of Schools, make a contract in writing or otherwise on behalf of the District for the performance of labor and furnishing of materials or supplies without advertising for or inviting bids.

The emergency water mitigation services have been satisfactorily performed by ATI, and ATI submitted its final invoices totaling \$189,615.

Budget Implication:

The total expenditure is \$189,615 to be paid for by the insurance claim money.

Staff Recommendation:

It is recommended that the Board of Trustees adopt Resolution No. 2019/20-B-12, by a roll call vote. [EXHIBIT A]

11.2 **Resolution No. 2019/20-E-09, Career and Technical Education Month** ***ACTION ITEM***
(Roll Call Vote)

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, as well as contributes to America's leadership in the international marketplace.

Current Consideration:

The Board of Trustees is requested to adopt Resolution No. 2019/20-E-09 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 making to promote career and technical education.

Budget Implication:

There is no impact to the budget.

Staff Recommendation:

It is recommended that the Board of Trustees adopt Resolution No. 2019/20-E-09, by a roll call vote. [EXHIBIT B]

11.3 **Resolution No. 2019/20-E-10, National Parent/Teacher Association Founders Day** ***ACTION ITEM***
(Roll Call Vote)

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 is requested to adopt Resolution No. 2019/20-E-10 for National Parent/Teacher Association Founders Day. The adoption of this resolution provides an opportunity to inform parents, guardians, and communities of the efforts that the District is making to support parent involvement and working on behalf of all children and families.

Budget Implication:

There is no impact to the budget.

Staff Recommendation:

It is recommended that the Board of Trustees adopt Resolution No. 2019/20-E-10, by a roll call vote. [EXHIBIT C]

- 11.4 **Resolution No. 2019/20-E-11, National African American History Month (Roll Call Vote)** **ACTION ITEM**

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 is requested to adopt Resolution No. 2019/20-E-11 for National African American History Month. The adoption of this resolution provides an opportunity to inform parents, guardians, and communities of the efforts that the District is taking to honor the many achievements and contributions made by African Americans to our economic, cultural spiritual, and political development.

Budget Implication:

There is no impact to the budget.

Staff Recommendation:

It is recommended that the Board of Trustees adopt Resolution No. 2019/20-E-11, by a roll call vote. [EXHIBIT D]

- 11.5 **Resolution No. 2019/20-E-12, Read Across America 2020 (Roll Call Vote)** **ACTION ITEM**

Background Information:

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

Current Consideration:

The Board of Trustees is requested to adopt Resolution No. 2019/20-E-12 for Read Across America 2020. The adoption of this resolution provides an opportunity to inform parents, guardians, and communities of the efforts that the District is making to support community involvement in the education of our youth.

Budget Implication:

There is no impact to the budget.

Staff Recommendation:

It is recommended that the Board of Trustees adopt Resolution No. 2019/20-E-12, by a roll call vote. [EXHIBIT E]

11.6 **Resolution No. 2019/20-E-13, 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 School 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. 2019/20-E-13 for Preserve Music in our Schools Month. The adoption of the 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. 2019/20-E-13, by a roll call vote. **[EXHIBIT F]**

11.7 **Resolution No. 2019/20-E-14, 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. 2019/20-E-14 for Women's History Month. The adoption of this resolution provides an opportunity to inform parents, guardians, and communities 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. 2019/20-E-14, by a roll call vote. **[EXHIBIT G]**

11.8 **Resolution No. 2019/20-E-15, 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. 2019/20-E-15 for Arts Education Month. The adoption of this resolution provides an opportunity to inform parents, guardians, and communities of the efforts that the District is making to support Arts Education Month for the month of March.

Budget Implication:

There is no impact to the budget.

Staff Recommendation:

It is recommended that the Board of Trustees adopt Resolution No. 2019/20-E-15, by a roll call vote. **[EXHIBIT H]**

11.9 **Resolution No. 2019/20-E-16, National Athletic Training Month**
(Roll Call Vote)

ACTION ITEM

Background Information:

Since 1950, an organization known as 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. 2019/20-E-16 recognizing March as 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 in the involvement of protecting our youth.

Budget Implication:

There is no impact to the budget.

Staff Recommendation:

It is recommended that the Board of Trustees adopt Resolution No. 2019/20-E-16, by a roll call vote. [EXHIBIT I]

11.10 **Resolution No. 2019/20-E-17, Kick Butts Day**
(Roll Call Vote)

ACTION ITEM

Background Information:

In 1996, an organization known as the Campaign for Tobacco-Free Kids advocated for a special day to stand out, speak up, and seize control against Big Tobacco throughout the United States. The first Kick Butts Day was held in March of 1996. This nationwide observance encourages teachers, administrators, classified employees, and all staff to use the date to stand up to the tobacco industry and join together at events highlighting the deadly toll of tobacco.

Current Consideration:

The Board of Trustees is requested to adopt Resolution No. 2019/20-E-17 for Kick Butts Day 2020. The adoption of this resolution provides an opportunity to inform parents, guardians, and communities of the efforts that the District is making to support their commitment to tobacco-free, healthy lifestyles.

Budget Implication:

There is no impact to the budget.

Staff Recommendation:

It is recommended that the Board of Trustees adopt Resolution No. 2019/20-E-17, by a roll call vote. [EXHIBIT J]

11.11 **Resolution No. 2019/20-E-18, Through with Chew Week**
(Roll Call Vote)

ACTION ITEM

Background Information:

Through with Chew Week is a national week of activism that empowers youth and any concerned group to stand out, speak up, and seize control against the tobacco industry. The purpose is to raise awareness of the problem of smokeless tobacco use, encourage youth to reject the tobacco industry's deceptive marketing, and stay tobacco-free, as well as urge elected officials to take action to protect kids from tobacco.

Current Consideration:

The Board of Trustees is requested to adopt Resolution No. 2019/20-E-18 for Through with Chew Week 2020. The adoption of this resolution provides an opportunity to inform parents, guardians, and communities of the efforts that the District is making to support their commitment to decrease spit tobacco use, and increase awareness of the negative health effects of using these tobacco products.

Budget Implication:

There is no impact to the budget.

Staff Recommendation:

It is recommended that the Board of Trustees adopt Resolution No. 2019/20-E-18, by a roll call vote. [EXHIBIT K]

BUSINESS SERVICES

11.12 Board Policy, First Reading, Multiple Policies

INFORMATION ITEM

Background Information:

In 2018-19, the Business Services Division began the process of revising and updating many of the board policies due to the requirements of Universal Grant Guidance. Policies were updated using the policies developed by the California School Boards Association (CSBA). Since these initial revisions, the Division has begun reviewing all of the policies completed by CSBA to serve as revisions, replacements, or additions to current AUHSD policies.

Current Consideration:

The Business Division has submitted the following policies for review:

- 11.12.1 New Board Policy 5110.3 (3541.1), Transportation for School-Related Trips **[EXHIBIT L]**
- 11.12.2 New Board Policy 5112.1 (3543), Transportation Safety and Emergencies **[EXHIBIT M]**
- 11.12.3 New Board Policy 4500 (3100), Budget **[EXHIBIT N]**
- 11.12.4 New Board Policy 4504 (3220.1), Lottery Funds **[EXHIBIT O]**
- 11.12.5 New Board Policy 5408 (3555), Nutrition Program Compliance **[EXHIBIT P]**

Budget Implication:

There is no impact to the budget.

Staff Recommendation:

Although this is an information item only, requiring no formal action by the Board of Trustees, it is recommended that the Board review the policies listed above.

11.13 Board Policy, Second Reading, Multiple Policies

INFORMATION/ACTION ITEM

Background Information:

In 2018-19, the Business Services Division began the process of revising and updating many of the board policies due to the requirements of Universal Grant Guidance. Policies were updated using the policies developed by the California School Boards Association (CSBA). Since these initial revisions, the Division has begun reviewing all of the policies completed by CSBA to serve as revisions, replacements, or additions to current AUHSD policies.

Current Consideration:

The Business Division has submitted the following policies for review and/or approval:

- 11.13.1 Revised Board Policy 5401 (3550), Food Service/Child Nutrition Program **[EXHIBIT Q]**
- 11.13.2 Revised Board Policy 5403 (3551), Food Service Operations **[EXHIBIT R]**
- 11.13.3 Revised Board Policy 5404 (3553), Free and Reduced Price Meals **[EXHIBIT S]**
- 11.13.4 New Board Policy 5406 (3552), Summer Meal Program **[EXHIBIT T]**
- 11.13.5 New Board Policy 9203.01.01 (1700), Relations Between Private Industry and the Schools **[EXHIBIT U]**
- 11.13.6 New Board Policy 5010 (3000), Business and Noninstructional Operations **[EXHIBIT V]**
- 11.13.7 Revised Board Policy 8402 (3260), Fees and Charges **[EXHIBIT W]**

- 11.13.8 New Board Policy 3515.7 (3515.7), Firearms on School Grounds [EXHIBIT X]
11.13.9 New Board Policy 5020 (7000), Facilities [EXHIBIT Y]

Budget Implication:

There is no impact to the budget.

Staff Recommendation:

It is recommended that the Board of Trustees review and/or approve the policies listed above.

11.14 **Use of Facilities Agreement, Healthy Smiles**

ACTION ITEM

Background Information:

Healthy Smiles for Kids of Orange County (Healthy Smiles) is a community-based organization whose mission is to improve the oral health of children in Orange County through collaborative programs directed to prevention, outreach and education, access to treatment, and advocacy. Healthy Smiles currently has an agreement with Anaheim Union High School District and provides dental services to our students at several of our schools. Recently, Healthy Smiles has purchased a mobile dental facility in order to provide a wider variety of services than they are able to provide at our schools.

Current Consideration:

Healthy Smiles is requesting to locate their mobile dental facility at Trident Education Center. This mobile dental facility will provide dental services to District students through a collaborative relationship with the North Orange County Regional Occupational Program (NOCROP). This relationship will also allow District students enrolled in the dental program through the NOCROP program at Trident Education Center to develop their professional skills through supervised participation at the mobile dental facility. The agreement will be signed following Board approval.

Budget Implication:

There is no impact to the budget. Healthy Smiles will pay all costs associated with the upgrades needed to locate the mobile dental facility at Trident Education Center. Additionally, Healthy Smiles will reimburse the District for utility costs borne by the operation of the mobile dental facility.

Staff Recommendation:

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

EDUCATIONAL SERVICES

11.15 **Memorandum of Understanding (MOU), Obria Mobile Health Care Clinic Services**

ACTION ITEM

Background Information:

The California-based Obria Group, Inc., a 501 (c)(3) organization founded in 1981, specializes in providing reproductive healthcare services through its 48 affiliated medical clinics throughout the U.S. Obria works through affiliates and other partners to improve the health outcomes of at-risk adolescents, adults, and families by providing primary prevention education services aimed at reducing or eliminating sexual health risks by using a variety of non-biased, evidence-based, medically accurate, age-appropriate, and culturally-sensitive curricula. Content is sensitive to the needs of at-risk communities and consistent with the requirements of California laws.

Beacon of Light is an Orange County-based 501 (c)(3) founded in 1998 to educate teens and their families about healthy relationships, as well as good decision-making surrounding sexual health using medically accurate, age appropriate content that engages students in dynamic, culturally relevant presentations. Beacon of Light has been serving students in public school health and science classes throughout Orange County for two decades. Beacon has been presenting sexual health talks in Anaheim Union High School District for the past two years. Beacon will provide classroom speakers who are trained in the Check the Facts curriculum and have completed the rigorous Sexual Health Educator (SHE) training. The Check the Facts curriculum is a non-biased, evidence-informed sexual health education curriculum legally certified as compliant with the California Healthy Youth Act. The curriculum is based on the Health Belief Model of behavior change.

Current Consideration:

The Board of Trustees is requested to ratify the MOU with Obria Group in partnership with Beacon of Light to provide the Check the Facts curriculum at Anaheim High School and Lexington Junior High School as pilots. Pre and Post implementation student surveys will be used to measure positive health outcomes for students through an approved Psychology Department Instructional Review Board with the California State University at Stanislaus. Services are being provided December 10, 2019, through June 30, 2020.

Budget Implication:

Obria Group in partnership with Beacon of Light will be securing community funding to support the pilot. There is no impact to the budget.

Staff Recommendation:

The Board of Trustees is requested to ratify the agreement between the Obria Medical Clinic Services/Educational program and the AUHSD. The District may at any time for any reason terminate this agreement. Obria Medical Clinic Services/Educational program 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. **[EXHIBIT AA]**

11.16 **Memorandum of Understanding (MOU), Access California Services** **ACTION ITEM**

Background Information:

Access California Services, hereinafter referred to as AccessCal, is a culturally sensitive community-based organization dedicated to offering comprehensive mental health services to all underserved populations, with a focus on Arab-American and Muslim-American communities. Our current collaboration with AccessCal involves referrals to services at their facilities.

Current Consideration:

AccessCal will provide comprehensive mental health services to District students on campus and work directly with youth and parents. Services are being provided January 1, 2020, through June 30, 2020.

Budget Implication:

There is no impact to the budget.

Staff Recommendation:

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

11.17 **Educational Consulting Agreement, Why Try, LLC**

ACTION ITEM

Background Information:

The Why Try, LLC Program is a resilience education curriculum that provides simple, hands-on solutions for dropout prevention, violence prevention, truancy reduction, and increased academic success. The Why Try, LLC curriculum engages students in Tiers 2 and 3 with a series of ten visual analogies that teach important life skills (e.g., decisions have consequences, dealing with peer pressure, obeying laws and rules, plugging into support systems). It can be effectively taught in an hour-long, small group session or in a ten-minute homeroom environment.

Current Consideration:

Why Try, LLC will provide services to the District by training District social workers and additional staff, up to 50 employees, on the implementation of the Why Try, LLC program. Services will be provided February 7, 2020, through June 30, 2020.

Budget Implication:

Total costs for these services is not to exceed \$7,000. (Professional Development Funds)

Staff Recommendation:

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

11.18 **Memorandum of Understanding (MOU), AT Solutions Group LLC, eKadence Software**

ACTION ITEM

Background Information:

Education Code Section 49073.1 authorizes the District to enter into agreements with third parties to provide digital educational software and services. Education Code Section 53060 authorizes the District to contract with any person for special services. AT Solutions Group LLC is specially trained and experienced in the development of administrative software applications and desires to pilot digital educational software and services as part of the development of its eKadence learning management software.

Current Consideration:

Staff has determined the development and implementation of the eKadence software is beneficial to and promotes the provision of educational services to students. In particular, the eKadence software will be a state-of-the-art learning management system, designed by teachers and counselors, and focused on 5C digital badging and integration with the student information system. During the pilot period, the District will test the eKadence software under standard operating conditions and provide feedback. AT Solutions will offer no-cost technical assistance, including professional development for teachers and counselors piloting the software. In exchange for beta testing the software, the District will receive non-exclusive license to use any commercially available product for renewable five-year periods following the pilot period.

Budget Implication:

There is no impact to the budget.

Staff Recommendation:

The Board of Trustees is requested to approve the MOU. **[EXHIBIT DD]**

11.19 *School-Sponsored Student Organizations*

ACTION ITEM

Background Information:

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

Current Consideration:

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

- 11.19.1 Anaheim Splash Aquatics, Anaheim High School [**EXHIBIT EE**]
- 11.19.2 Dual Enrollment Club, Cypress High School [**EXHIBIT FF**]
- 11.19.3 H.O.P.E. Club, Cypress High School [**EXHIBIT GG**]
- 11.19.4 Run, Laugh, and Play Hard (RALPH), Oxford Academy [**EXHIBIT HH**]

Budget Implication:

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

Staff Recommendation:

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

HUMAN RESOURCES

11.20 *Revised Board Policy 91200; 91200-R, Uniform Complaint Procedures, First Reading*

INFORMATION ITEM

Background Information:

Board Policy 91200; 91200-R, Uniform Complaint Procedures, provides the procedure for students, parents/guardians, and District employees to make complaints alleging failure to comply with applicable state, as well as federal laws and regulations, and/or alleging discrimination. The policy was last revised in 2019.

Current Consideration:

The Board of Trustees is requested to review the first reading of revised Board Policy 91200; 91200-R, Uniform Complaint Procedures. The revised policy removes conflicting language to ensure consistency within the policy.

Budget Implication:

There is no impact to the budget.

Staff Recommendation:

Although this is an information item only, requiring no formal action by the Board of Trustees, it is recommended that the Board review revised Board Policy 91200; 91200-R, Uniform Complaint Procedures. [**EXHIBIT II**]

12. **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

12.1 AB 1808, Classified School Employee Summer Assistance Program (CSESAP)

Background Information:

In the Omnibus Education Trailer Bill, AB 1808, signed by the Governor on June 27, 2018, the Legislature appropriated \$50 million to provide matching grant assistance to eligible classified employees. The purpose of the matching grant funds is to encourage classified employees, who work 11 months or less per year, who would otherwise not be paid during the summer months to defer a portion of their pay. Employee participation in the program is voluntary. Depending upon the number of school districts and classified employees who elect to participate, the matching grant would provide up to a one-to-one match of deferred pay (limited to a maximum of 10 percent of the employee's monthly pay). District participation is optional. The District is currently participating in the program for 2019-20.

The District was required to determine whether to participate in the program for 2020-21 and notify classified employees by January 1, 2020. Once the District notifies classified employees that the District is participating in the program, that decision becomes irrevocable.

AB 1808 provides that the State matching funds received by eligible employees under this program would not be considered compensation for purposes of determining CalPERS retirement benefits.

Current Consideration:

In December 2019, the District notified all classified employees of the District's intent to participate in the CSESAP. In January, eligible employees were informed about the program, and invited to informational meetings to learn more about the specifics of the program. Per AB 1808 regulations, employees must determine if they wish to participate in the program by March 1, 2020.

Budget Implication:

Not all classified employees would be eligible to participate in the program, only classified employees that work 11 months or less, who were employed by the District for at least a year, and who are paid less than \$62,400 would be eligible. Business Services estimates that 999 classified employees that work 11 months or less of the District would be eligible to participate in the matching grant program, although it is unknown how many would elect to do so.

Costs for the program will include administrative costs for processing participation forms, changes in participation level, and accounting for the disbursement of the matching grant funds. In addition, the State will pay the matching grant funds directly to the District, which will then be disbursed as regular payroll. Although the matching grant funds are not considered "compensation" for CalPERS retirement purposes, which means that CalPERS contributions do not need to be paid on the matching grant amount, the funds will be considered ordinary income and taxes will have to be withheld and paid on that amount.

Business Services estimates that the District will have to pay an amount equal to 10.6815 percent of the matching grant funds for employer payroll taxes. If all eligible employees participated and deferred the maximum amount, and there was a one-to-one match by the State, Business Services estimates that the District's tax payment for the matching funds would not exceed \$319,998.47.

Staff Recommendation:

It is recommended that the Board of Trustees ratify participation in the AB 1808, Classified School Employee Summer Assistance Program.

12.2 **Purchase Through Public Corporation or Agency**

Background Information:

The District has a requirement to purchase outdoor concrete formed patio furniture including tables, benches, and related items. The District has been using Quick Crete Products Corp. products on various other projects with much success aesthetically and functionally.

Current Consideration:

The State of California's Department of General Services (DGS) has a piggybackable contract through the California Multiple Awards Schedule (CMAS) with Quick Crete Products Corp. that will allow other agencies, including local districts, to purchase various outdoor furniture, including tables, benches, trash receptacles, bike stands, and related products.

The District currently has a need to purchase tables and benches for multiple school sites throughout the District. The material will be purchased utilizing DGS CMAS contracts 4-19-78-0039B, through December 14, 2023, including any extensions of the contract. The District will utilize this contract pursuant to the provisions of Public Contract Code Sections 10298, 10299, and 12100 et seq. to purchase the items as needed.

Budget Implication:

The total amount of the award is not to exceed \$500,000. (Measure H, Various Funds)

Staff Recommendation:

It is recommended that the Board of Trustees approve the purchase of various outdoor furniture, including tables, benches, trash receptacles, bike stands, and related products utilizing DGS's CMAS contract 4-19-78-0039B with Quick Crete Products Corp. pursuant to Public Contract Code Sections 10298, 10299, and 12100 et seq.

12.3 **Award of Bid, E-Rate 23**

Background Information:

The Schools and Libraries Program of the Universal Service Fund, commonly known as E-Rate, is administered by the Universal Service Administrative Company (USAC) under the direction of the Federal Communications Commission (FCC), and provides discounts to assist most schools and libraries in the United States to obtain affordable digital services, equipment, software, and internet access.

At the September 12 Board meeting, the process to utilize competitive request for proposals (RFP) was approved by the Board of Trustees, and staff proceeded with the bidding process.

Current Consideration:

As a result of the bidding process, there is one RFP that would be awarded to the lowest responsible and responsive bidder per Resolution No. 2019/20-B-05, pursuant to Public Contract Code (PCC) 20118.2 as follows:

Award of Bids

<u>Bid#</u>	<u>Service</u>	<u>Award</u>	<u>Amount</u>
2020-09	Data Transmission Services	Charter Communications Operating, LLC dba Spectrum Enterprise	\$254,591.70 Annually

Amount is an estimate and actual usage may be higher or lower.

Performance and pricing will be reviewed by staff after the initial three-year term to determine the most cost effective solution for the District and may be approved annually for up to two additional years by the director of Purchasing and Central Services.

Budget Implication:

Under the Federal E-Rate program, USAC will directly subsidize the cost of the material, equipment, and services being awarded. As a result, the District will pay a considerable amount less and will qualify for 80 percent of eligible services based on the Free-and-Reduced numbers.

2020-09	E-Rate: \$203,673.36	General Funds: \$50,918.34
---------	----------------------	----------------------------

Staff Recommendation:

It is recommended that the Board of Trustees award Bid No. 2020-09 pursuant to PCC 20118.2 as listed.

12.4 **Ratification of Change Orders**

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

RFP #2018-02, Anaheim High School Aquatics Center (RDA Funds, COPS Funds, and other various funds)	P.O. #M64A0109
Balfour Beatty Construction, LLC	
Contract GMP	\$12,959,323
Contingencies Outside of GMP	\$1,231,136
Board Approved Not-to-Exceed Contract Amount	\$14,190,459
Change Order #1 (Total Project Savings) [EXHIBIT JJ]	(\$1,317,178)
New Contract Value	\$12,873,281

Staff Recommendation:

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

12.5 **Notices of Completion**

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

RFP #2018-02, Anaheim High School Aquatics Center (RDA Funds, COPS Funds, and other various funds)	P.O. #M64A0109
Balfour Beatty Construction, LLC	

Contract GMP	\$12,959,323
Contingencies Outside of GMP	\$1,231,136
Board Approved Not-to-Exceed Contract Amount	\$14,190,459
Change Order #1 (Total Project Savings)	(\$1,317,178)
New Contract Value	\$12,873,281

Staff Recommendation:

It is recommended that the Board of Trustees authorize the assistant superintendent, Business to accept RFP 2018-02 as complete, and authorize the filing of the notice of completion with the Office of the County Recorder.

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

Staff Recommendation:

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

12.7 **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 LL]**

12.8 **Donations**

Staff Recommendation:

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

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

Staff Recommendation:

It is recommended that the Board of Trustees ratify the reports January 7, 2020, through January 27, 2020. **[EXHIBITS NN and OO]**

12.10 **Check Register/Warrants Report**

Staff Recommendation:

It is recommended that the Board of Trustees ratify the report January 7, 2020, through January 27, 2020. **[EXHIBIT PP]**

12.11 **SUPPLEMENTAL INFORMATION**

12.11.1 ASB Fund, December 2019 **[EXHIBIT QQ]**

12.11.2 Cafeteria Fund, November 2019 **[EXHIBIT RR]**

12.11.3 Enrollment, Month 6 [EXHIBIT SS]

EDUCATIONAL SERVICES

12.12 **Amendment, Educational Consulting Agreement, Pivotal Leadership LLC DBA MindKind Institute (MKI), LLC**

Background Information:

MindKind Institute's (MKI) has provided Self-Awareness Training for District leaders since October 2017. MKI has provided a variety of coaching programs to develop mindful leaders at the District, with the highest level of commitment to the 5Cs-communication, collaboration, creativity, critical thinking, character and compassion. Through each of MKI phases of work, they have been able to truly ensure a top down, bottom up, inside out, all around positive change for the District. To take this transformation to the next level, MKI will provide the District with top leaders under the Conscious Business and Leadership program.

Current Consideration:

On December 1, 2019, the Board of Trustees approved the agreement with Pivotal Leadership LLC DBA MindKind Institute, to provide services. The previously approved agenda and contract stated that the cost was not to exceed \$26,350, which included a one-time curriculum design fee of \$7,450 and a \$9,450 delivery fee for each cohort for a total of two cohorts. The delivery fee cohort amount was incorrect and should be \$13,950 for each cohort. Therefore, the agenda item needs to be amended to be consistent with the corrected amount, not to exceed \$35,350.

All other terms and conditions of the original agreement will remain in force.

Budget Implication:

The total cost for services is not to exceed \$35,350. (General Funds)

Staff Recommendation:

It is recommended that the Board of Trustees amend the educational consulting agreement. [EXHIBIT TT]

12.13 **Amendment Agreement, North Orange County Community College District (NOCCCD) College and Career Access Pathways (CCAP), Dual Enrollment Partnership, Cypress College and Fullerton College**

Background Information:

NOCCCD has offered concurrent enrollment in selected courses to high school students for over a decade. NOCCCD and the District have entered into a College and Career Access Pathways partnership agreement for the purpose of offering or expanding dual enrollment opportunities, consistent with the provisions of Assembly Bill 288, for high school students. The goal is to develop seamless pathways from high school to community college.

Current Consideration:

An agreement with NOCCCD, through Cypress College and Fullerton College, was approved on September 12, 2019, to offer dual enrollment courses at District school sites. An amendment is necessary to include additional courses. All other terms of the agreement remain intact. The amended agreement will be signed following Board approval.

Budget Implication:

There is no impact to the budget.

Staff Recommendation:

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

12.14 **Amendment, Agreement, Anaheim Family YMCA**

Background Information:

On December 12, 2019, the Board of Trustees approved the agreement with Anaheim Family YMCA to provide services. The District received funding through the California Department of Education After School Education and Safety (ASES) Program grant for the past 12 years. The District 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. Anaheim Family YMCA provides program administration, staffing, equipment, materials, training, data collection, and evaluation for the aforementioned schools.

Current Consideration:

The previously approved agenda item identified Ball, Brookhurst, Dale, Orangeview, South, and Sycamore junior high schools as the sites receiving these services. The Anaheim YMCA has received additional funding to help develop effective skills necessary for the workforce. As a result, the Anaheim Achieves program will expand to include Savanna High School. Services will be provided February 7, 2020, through June 30, 2020.

All other terms and conditions of the original agreement will remain in force.

Budget Implication:

There is no impact to the budget.

Staff Recommendation:

It is recommended that the Board of Trustees amend the agreement. [EXHIBIT VV]

12.15 **Agreement, Anaheim Family YMCA**

Background Information:

The District has provided after-school programs through a partnership with the Anaheim Family YMCA. The Anaheim Achieves program currently operates at Ball, Brookhurst, Dale, Orangeview, South, and Sycamore junior high schools. The YMCA also operates afterschool programs at Anaheim, Katella, Loara, Magnolia, and Western high schools. The YMCA provides program administration, staffing, equipment, materials, training, data collection, and evaluation for the aforementioned schools.

Current Consideration:

Based on the growing needs of the community, the Anaheim YMCA agrees to provide an afterschool program for the students at Walker Junior High School. This program will be available to families on a per month fee basis. Services will be provided February 7, 2020, through June 30, 2020.

Budget Implication:

There is no impact to the budget.

Staff Recommendation:

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

12.16 **Grant Agreements, Orange County United Way (OCUW), Destination Graduation**

Background Information:

Destination Graduation is an education initiative sponsored by OCUW to ensure that all students graduate college and career ready from high school. OCUW works with 20 school sites in Orange County. The purpose of the OCUW initiative is to support the academic enhancement efforts of the Advancement Via Individual Determination (AVID) program, provide AVID students with additional college and career exposure opportunities, support a college-going culture, and aid in development of critical 21st century skills.

Current Consideration:

The agreements provides funds from OCUW for the AVID program for instructional support services. Participation in the Destination Graduation initiative provides stipends, substitute costs, and reimbursement for travel-related expenses for teachers attending AVID training, as well as reimbursement for tutors and classroom materials for the AVID elective classes. The program also provides funding for transportation to and from the College and Career Fair for families, additional AVID materials, and on-site career exploration. Services are being provided September 1, 2019, through August 31, 2020.

Budget Implication:

The grant amount for the junior high schools is \$30,400 to be paid in four installments. The grant amount for the high schools is \$44,400 to be paid in four installments.

Staff Recommendation:

It is recommended that the Board of Trustees ratify the grant agreements.
[EXHIBITS XX and YY]

12.17 **Grant Agreement, Orange County United Way (OCUW), Anaheim Collaborative for Higher Education**

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 University of California, Irvine, California State University, Fullerton, 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 5Cs-communication, collaboration, creativity, critical thinking, character 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 agreement 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 ten-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. Services are being provided January 1, 2020, through December 31, 2020.

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.

Staff Recommendation:

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

12.18 **Grant Agreement, Orange County United Way (OCUW), Anaheim Innovative Mentoring Experience (AIME)**

Background Information:

OCUW funding has supported numerous District programs, such as the Anaheim Collaborative, which assists in developing a systemic approach to providing all students with college and career readiness opportunities. OCUW funding has also provided students the opportunity to earn tax preparation certification and participate in the annual United Way Community Tax Days, preparing tax returns for low-income individuals. Most recently, OCUW has donated funding to support the District's paid summer internship opportunity for students through the Anaheim Innovative Mentoring Experience (AIME) program. Services are being provided January 1, 2020, through December 31, 2020.

Current Consideration:

Orange County United Way will donate \$85,000 to the District to pay for the cost of the AIME program.

Budget Implication:

The District will receive a total grant amount not to exceed \$85,000 payable in four installments.

Staff Recommendation:

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

12.19 **Grant Agreement, Orange County United Way (OCUW), Independent Learning Center**

Background Information:

OCUW funding has supported numerous District programs, such as the Anaheim Collaborative, which assists in developing a systemic approach to providing all students with college and career readiness opportunities. OCUW funding has also provided students the opportunity to earn tax preparation certification and participate in the annual United Way Community Tax Days, preparing tax returns for low-income individuals. For the past two years, OCUW has donated funding to support one social worker for the Independent Learning Center program.

Current Consideration:

OCUW has donated \$80,000 to the District to pay the cost of a full-time, professional licensed mental health provider, such as a licensed clinical social worker (LCSW). The LCSW will be dedicated to serving the students enrolled at the Independent Learning Centers (ILC) at Anaheim and Western high schools. ILC students will receive individual crises, short-term and long-term mental health treatment, as well as family counseling and student outreach, as needed. Services are being provided January 1, 2020, through December 31, 2020.

Budget Implication:

The District will receive a total grant amount not to exceed \$80,000 payable in four installments.

Staff Recommendation:

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

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

Background Information:

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

Current Consideration:

On June 20, 2019, the Board of Trustees approved the agreement with Illumination Institute to provide professional learning and instructional resources for teachers, administrators, parents, and staff throughout the District. The total not to exceed cost was \$46,000. An increase of \$4,000 is requested to cover the cost of an additional training. The new not to exceed cost will be \$50,000.

All other terms and conditions of the original agreement will remain in force.

Budget Implication:

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

Staff Recommendation:

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

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

Background Information:

TeachFX is an organization that provides consultative and professional learning services to districts and does so leveraging the TeachFx software tool the organization has developed. The TeachFX software is a reflective instruction tool that is designed to allow teachers to see evidence of and track progress toward the realization of classrooms that exhibit the 5Cs of communication, collaboration, creativity, critical thinking, compassion and character.

TeachFX is an app that has helped hundreds of schools increase their student engagement by visualizing, for teachers, what portions of the class are teacher talk versus student talk. The idea is to give teachers a useful barometer of student engagement that can be checked

every day. In addition, TeachFX promotes meaningful and equitable classroom dialogue through professional learning that is data-driven, job-embedded, and teacher-led.

Current Consideration:

The District will contract TeachFX, Inc. to design and deliver the professional learning workshops and any unspecified workshops that may emerge as necessary from conversations with school and District leaders, either through site-based consultation process, or informally on an ad hoc basis. TeachFX also agrees to provide additional professional learning support over Zoom at the request of the District. Additionally, TeachFX will provide all District educators who are using, or would like to use, the TeachFX software tool with technical support and assistance on an ongoing and as-needed basis. Services are being provided January 1, 2020, through June 30, 2020.

TeachFX and the District's goal with this partnership is to help all District educators fulfill the 5Cs in instruction measured in part by achieving 30 percent student oral discourse in class. This is driven by a theory of change that better student engagement and more student-centered instruction are the key building blocks to creating collaborative classroom environments that promote communication, collaboration, creativity, critical thinking, and character and compassion within students. TeachFX and the District mutually seek to empower teachers to measure and make progress on student engagement and student talk in their classrooms, in order to track progress toward the District's goal of increasing oral discourse, particularly for English learner students, to 30 percent of class time.

Budget Implication:

The total costs for these services is not to exceed \$20,000. (LCFF Funds)

Staff Recommendation:

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

12.22 **Instructional Materials Submitted for Display**

The Instructional Materials Review Committee recommended the selected material for display, for courses in dual enrollment. 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 7, 2020, through March 5, 2020.

Staff Recommendation:

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

12.23 **Instructional Materials Submitted for Adoption**

The Instructional Materials Review Committee has recommended the selected books for world languages courses. The books have been made available for public view.

Staff Recommendation:

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

12.24 **Field Trip Report**

Staff Recommendation:

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

HUMAN RESOURCES

12.25 Agreement, 24 Hour Fitness

Background Information:

The Well Done! Wellness Program assists employees and their families by providing programs and services that support healthy choices at home and in the workplace. Research has shown that increased physical activity promotes good health and reduces risks for heart disease, diabetes, and metabolic syndrome, as well as improves blood pressure, blood glucose, cholesterol, metabolism, and body mass index. Typically, negotiated agreements that offer reduced rates at 24 Hour Fitness require a "sponsorship" fee whereby the organization must pay a fee up front to facilitate reduced monthly rates for enrollees. However, 24 Hour Fitness has agreed to partner with the District for no service fee to offer reduced monthly rates for all employees and their families, as well as all AUHSD students.

Current Consideration:

The agreement will be effective February 7, 2020, through February 6, 2021. Due to 24 Hour Fitness' policy for executing agreements, this agreement will be signed following approval by the AUHSD Board of Trustees.

Budget Implication:

There is no impact to the budget.

Staff Recommendation:

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

12.26 Certificated Personnel Report

Staff Recommendation:

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

12.27 Classified Personnel Report

Staff Recommendation:

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

SUPERINTENDENT'S OFFICE

12.28 Conferences and/or Meetings

It is recommended that the Board of Trustees approves the attendance to the following conferences for superintendent with payment of necessary expenses (registration, travel, hotel, parking, taxi, etc.)

12.28.1 2020 CSBA Superintendents Advisory Council, February 20, 2020, Sacramento, CA, at a cost not to exceed \$800, which will be reimbursed by CSBA. (General Funds)

12.28.2 ASCD Empower 20: Learning, Teaching, and Leading Together, March 14-16, 2020, Los Angeles, CA, at a cost not to exceed \$800. (General Funds)

Staff Recommendation:

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

12.29 **Board of Trustees' Meeting Minutes**

December 12, 2019, Regular Meeting [EXHIBIT KKK]

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

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

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

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

15.1 **Future Meeting Dates**

The next regular meeting of the Board of Trustees will be held on Thursday, March 5, 2020, at 10:00 a.m.

Thursday, April 9

Thursday, May 7

Thursday, June 11

Thursday, June 18

Thursday, July 16

Thursday, August 13

Thursday, September 17

Thursday, October 15

Thursday, November 19

Tuesday, December 15

15.2 **Suggested Agenda Items**

16. **ADJOURNMENT** ***ACTION ITEM***

In compliance with the Americans with Disabilities Act, individuals with a disability who require modification or accommodation in order to participate in this meeting should contact the executive assistant to the superintendent at (714) 999-3503 by noon on Monday, February 3, 2020.

RESOLUTION OF THE BOARD OF TRUSTEES OF THE
ANAHEIM UNION HIGH SCHOOL DISTRICT
FOR APPROVAL OF AN EMERGENCY CONTRACT FOR
WATER REMEDIATION SERVICES AT KENNEDY HIGH SCHOOL

RESOLUTION NO. 2019/20-B-12
February 6, 2020

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

WHEREAS, on or about April 22, 2019, staff at Kennedy High School discovered a water main break in the Library, which caused water to enter into various areas of the Library; and

WHEREAS, immediately upon the discovery of the water, school staff shut off the water to the Library and notified the District's main office, which immediately requested American Technologies, Inc. (ATI) to go to the school site to provide an initial assessment of the situation; and

WHEREAS, ATI responded on April 22, 2019, and determined the extent of the damage and immediately began the remediation process, which included, but was not limited to, extracted all standing water that had flooded the Library, removed all furniture, books and other property into storage containers, removed all affected tile and carpet, performed asbestos/mold testing, and ensured the site was fully mitigated, clean and safe for District staff to then engage other contractors to perform repair and maintenance of the site; and

WHEREAS, the entire water mitigation services lasted from April 22, 2019, to May 3, 2019; and

WHEREAS, Public Contract Code Section 20113 provides that in an emergency when any repairs, alterations, work or improvement is necessary to any facility of public schools to permit the continuance of existing school classes, or to avoid danger to life or property, the Board of Trustees may, by unanimous vote, with the approval of the County Superintendent of Schools, make a contract in writing or otherwise on behalf of the District for the performance of labor and furnishing of materials or supplies without advertising for or inviting bids; and

WHEREAS, District staff determined that an emergency existed prompting immediate action; and

WHEREAS, the emergency water mitigation services have been satisfactorily performed by ATI, and ATI submitted its final invoices totaling one hundred eighty-nine thousand six hundred fourteen dollars and ninety cents (\$189,614.90).

NOW, THEREFORE, THE BOARD OF TRUSTEES DOES HEREBY RESOLVE, DETERMINE AND ORDER AS FOLLOWS:

1. That the above recitals are true and correct.
2. That an emergency arose at Kennedy High School, requiring immediate action due to the water main break that caused extensive flooding of the Library.

3. That timely and immediate need for water mitigation services was necessary to avoid further damage to the Library and all its contents, to provide safe and adequate facilities for District students and staff, and to avoid unnecessary health and safety risks.
4. That the Board of Trustees, pursuant to Public Contract Code Section 20113, unanimously finds that immediate action was required at the time and constituted an "emergency" as defined by Public Contract Code Sections 1102 and 20113.
5. That the Board of Trustees ratifies all actions taken by District staff to address the emergency at Kennedy High School and approves the emergency contract with ATI, and the payment of \$189,614.90 for water mitigation services performed by ATI.
6. That the Board of Trustees delegated authority to Jennifer Root, Assistant Superintendent, Business, to do any and all things that were deemed necessary or advisable at the time, including any payments to ATI, in order to effectuate the purpose and intent of this resolution, all subject to ratification of the Board of Trustees.
7. That this resolution shall be effective as of the date of its adoption.

PASSED AND ADOPTED UNANIMOUSLY by the Board of Trustees of the Anaheim Union High School District this 6th day of February 2020.

STATE OF CALIFORNIA)
)
) ss.
 COUNTY OF ORANGE)

I, Michael B. Matsuda, superintendent of the Anaheim Union High School District of Orange County, California, and the secretary to the Board of Trustees thereof, hereby certifies 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 6th day of February 2020, and passed unanimously by a roll call vote of all members of said Board.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Anaheim Union High School District Board of Trustees this 6th day of February 2020.

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

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

EXHIBIT B

CAREER AND TECHNICAL EDUCATION MONTH

RESOLUTION NO. 2019/20-E-09

February 6, 2020

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

WHEREAS, February 1 through February 29, 2020, has been designated Career and Technical Education Month by the Association for Career and Technical Education; and

WHEREAS, profound economic and technological changes in our society are rapidly reflected in the structure and nature of work, thereby placing new and additional responsibilities on our educational system, and

WHEREAS, career and technical education provides Americans with a school-to-careers connection and 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; and

WHEREAS, career and technical education gives students experience in practical, meaningful applications of basic skills such as reading, writing and mathematics, thus improving the quality of their education, motivating potential dropouts and giving all students leadership opportunities in their fields and in their communities; and

WHEREAS, career and technical education offers individuals lifelong opportunities to learn new skills, which provide them with career choices and potential satisfaction; and

WHEREAS, the ever-increasing cooperative efforts of career technical educators, business, and industry stimulate the growth and vitality of our local economy and that of the entire nation by preparing graduates for career fields forecast to experience the largest and fastest growth in the next decade;

NOW, THEREFORE, BE IT RESOLVED, that the Anaheim Union High School District Board of Trustees does hereby support and designate February 1 through February 29, 2020, to be "Career and Technical Education Month".

The foregoing resolution was passed and adopted at a regular meeting of the Board of Trustees on February 6, 2020, by the following roll call vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

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

I, Michael B. Matsuda, superintendent of the Anaheim Union High School District of Orange County, California, and secretary to the Board of Trustees thereof, hereby certify that the above and foregoing resolution was duly and regularly adopted by the said Board of Trustees at the regular meeting thereof held on the 6th day of February 2020, and passed by a roll call vote of all members of said board.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 6th day of February 2020.

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

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

National Parent/Teacher Association Founders Day

RESOLUTION NO. 2019/20-E-10

February 6, 2020

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

WHEREAS, the Board of Trustees of Anaheim Union High School District honors the dedication of the Parent/Teacher Association (PTA), which was established more than a century ago; and

WHEREAS, the Founders Day celebration was created in 1910 by Mrs. David O. Mears, a charter member of the National Congress of Mothers founded by Alice McLellan Birney and Phoebe Apperson Hearst in Washington, D.C., in February 17, 1897; and

WHEREAS, in 1925 the organization changed names to the National Congress of Parents and Teachers; and

WHEREAS, in 1970 uniting with the National Congress of Colored Parents, founded by Selena Sloan Butler, and Teachers to become National PTA; and

WHEREAS, through PTA an advocacy has been formed to help enact and enforce laws, children's health is better protected and children are better fed, housed, and educated, with parents more involved in their upbringing; and

WHEREAS, the vision of PTAs founder has been realized in many ways, and now it is up to the present PTA members to continue the vision.

NOW, THEREFORE, BE IT RESOLVED that the Anaheim Union High School District celebrates National Parent/Teacher Association Founders Day, on February 17, 2020, to honor the substantial role that PTA has played locally, regionally, and nationally in

Resolution No. 2019/20-E-10

supporting parent involvement and working on behalf of all children and families.

The foregoing resolution was passed and adopted at a regular meeting of the Board of Trustees on February 6, 2020, by the following roll call vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

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

I, Michael B. Matsuda, superintendent of the Anaheim Union High School District of Orange County, California, and secretary to the Board of Trustees thereof, hereby certify that the above and foregoing resolution was duly and regularly adopted by the said Board of Trustees at the regular meeting thereof held on the 6th day of February 2020, and passed by a roll call vote of all members of said board.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 6th day of February 2020.

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

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

National African American History Month

RESOLUTION NO. 2019/20-E-11

February 6, 2020

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

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

WHEREAS, Dr. Carter Godwin Woodson established Black History Week in February, of 1926, choosing a month that marks the birthdays of two important men who greatly impacted the American black population, Abraham Lincoln and Frederick Douglass; and

WHEREAS, in the year 1976, the observance was expanded to Black History Month; and

WHEREAS, this month holds greater significance from the many milestones it contains; on February 23, 1868, the Civil Rights leader and co-founder of the National Association for the Advancement of Colored People (NAACP), W.E.B. DuBois, was born; on February 3, 1870, the 15th Amendment, granting blacks the right to vote, was passed; on February 25, 1870, the first black U.S. Senator, Hiram R. Revels, took his oath of office; on February 12, 1909, the NAACP was founded in New York City; on February 1, 1960, a Civil Rights Movement milestone occurred when a courageous group of black college students began a sit-in at a segregated Woolworth's lunch counter in Greensboro, N.C.; and

WHEREAS, all these events and historic visionary leaders such as Frederick Douglass, Thurgood Marshall, and Dr. Martin Luther King, Jr., blazed a trail for freedom, equality, and opportunity, and symbolize why we celebrate National African American

History Month; and

WHEREAS, we also remember the life of Coretta Scott King, widow of Dr. Martin Luther King, Jr., who continued her husband’s vision of racial peace and nonviolent social change throughout her life;

NOW, THEREFORE, BE IT RESOLVED that the Anaheim Union High School District celebrates National African American History Month, February 2020, to honor the many achievements and contributions made by African Americans to our economic, cultural, spiritual, and political development.

The foregoing resolution was passed and adopted at a regular meeting of the Board of Trustees on February 6, 2020, by the following roll call vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

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

I, Michael B. Matsuda, superintendent of the Anaheim Union High School District of Orange County, California, and secretary to the Board of Trustees thereof, hereby certify that the above and foregoing resolution was duly and regularly adopted by the said Board of Trustees at the regular meeting thereof held on the 6th day of February 2020, and passed by a roll call vote of all members of said board.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 6th day of February 2020.

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

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

READ ACROSS AMERICA 2020

RESOLUTION NO. 2019/20-E-12

February 6, 2020

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

WHEREAS, the Board of Trustees of the Anaheim Union High School District 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 2020*, a national celebration of Dr. Seuss's birthday on March 2nd, promotes reading and adult involvement in the education of our community's students;

NOW, 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 2020*** and recommits to engage in programs and activities to make America's children the best readers in the world.

The foregoing resolution was passed and adopted at a regular meeting of the Board of Trustees on February 6, 2020, by the following roll call vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

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

I, Michael B. Matsuda, superintendent of the Anaheim Union High School District of Orange County, California, and secretary to the Board of Trustees thereof, hereby certify that the above and foregoing resolution was duly and regularly adopted by the said Board of Trustees at the regular meeting thereof held on the 6th day of February 2020, and passed by a roll call vote of all members of said board.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 6th day of February 2020.

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

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

PRESERVE MUSIC IN OUR SCHOOLS MONTH

RESOLUTION NO. 2019/20-E-13

February 6, 2020

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. 2019/20-E-13

NOW, 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 2020 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 6, 2020, by the following roll call vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

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

I, Michael B. Matsuda, superintendent of the Anaheim Union High School District of Orange County, California, and secretary to the Board of Trustees thereof, hereby certify that the above and foregoing resolution was duly and regularly adopted by the said Board of Trustees at the regular meeting thereof held on the 6th day of February 2020, and passed by a roll call vote of all members of said board.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 6th day of February 2020.

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

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

WOMEN'S HISTORY MONTH

RESOLUTION NO. 2019/20-E-14

February 6, 2020

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. 2019/20-E-14

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.

NOW, 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 2020 as Women’s History Month.

The foregoing resolution was passed and adopted at a regular meeting of the Board of Trustees, on February 6, 2020, by the following roll call vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

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

I, Michael B. Matsuda, superintendent of the Anaheim Union High School District of Orange County, California, and secretary to the Board of Trustees thereof, hereby certify that the above and foregoing resolution was duly and regularly adopted by the said Board of Trustees at the regular meeting thereof held on the 6th day of February 2020, and passed by a roll call vote of all members of said board.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 6th day of February 2020.

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

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

ARTS EDUCATION MONTH

RESOLUTION NO. 2019/20-E-15

February 6, 2020

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 one 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 student should receive a high quality, comprehensive arts education program based on the adopted visual and performing arts curriculum documents.

Resolution No. 2019/20-E-15

NOW, THEREFORE, BE IT RESOLVED that the Anaheim Union High School District Board of Trustees, proclaims the month of March 2020 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 6, 2020, by the following roll call vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

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

I, Michael B. Matsuda, superintendent of the Anaheim Union High School District of Orange County, California, and secretary to the Board of Trustees thereof, hereby certify that the above and foregoing resolution was duly and regularly adopted by the said Board of Trustees at the regular meeting thereof held on the 6th day of February 2020, and passed by a roll call vote of all members of said board.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 6th day of February 2020.

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

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

NATIONAL ATHLETIC TRAINING MONTH

RESOLUTION NO. 2019/20-E-16

February 6, 2020

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;

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees of the Anaheim Union High School District hereby recognizes the month of March as National Athletic

Resolution No. 2019/20-E-16

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 6, 2020, by the following roll call vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

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

I, Michael B. Matsuda, superintendent of the Anaheim Union High School District of Orange County, California, and secretary to the Board of Trustees thereof, hereby certify that the above and foregoing resolution was duly and regularly adopted by the said Board of Trustees at the regular meeting thereof held on the 6th day of February 2020, and passed by a roll call vote of all members of said board.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 6th day of February 2020.

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

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

Kick Butts Day

RESOLUTION NO. 2019/20-E-17

February 6, 2020

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

WHEREAS, Kick Butts Day will be officially celebrated in every community in America one day each year in March; and

WHEREAS, this year Kick Butts Day is focuses on kicking JUUL, the e-cigarette that has become enormously popular among youth across the country. This activity urges the Federal Drug Administration (FDA) to ban the sale of flavored tobacco products and their deadly appeal to youth; and

WHEREAS, tobacco, tobacco products, and nicotine use/abuse has continued to be at epidemic stages, particularly with new and emerging trends/products; and

WHEREAS, it is imperative that a united effort of community members launch visible tobacco, tobacco products and nicotine prevention efforts to reduce the demand for tobacco; and

WHEREAS, business, government, law enforcement, schools, religious institutions, service organizations, youth, medical, senior citizens, military, sports teams, and individuals will demonstrate their commitment to tobacco-free, healthy lifestyles by challenging people to stop using tobacco and help people to learn about the many tools they can use to help them quit and stay quit on the Kick Butts Day;

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees of the Anaheim Union High School District hereby supports March 18, 2020, as Kick Butts Day in the District

Resolution No. 2019/20-E-17

and encourages its teachers, administrators, classified employees, and all staff to use the date to stand up to the tobacco industry and join together at events highlighting the deadly toll of tobacco. Kick Butts Day is a national day of activism that empowers youth to stand out, speak up, and seize control against Big Tobacco by raising awareness of the problem of tobacco use; encourage youth to reject the tobacco industry's deceptive marketing and stay tobacco-free; and urge elected officials to take action to protect kids from tobacco.

The foregoing resolution was passed and adopted at a regular meeting of the Board of Trustees, on February 6, 2020, by the following roll call vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

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

I, Michael B. Matsuda, Superintendent of the Anaheim Union High School District of Orange County, California, and Secretary to the Board of Trustees thereof, hereby certify that the above and foregoing resolution was duly and regularly adopted by the said Board of Trustees at the regular meeting thereof, held on the 6th day of February 2020, and passed, by a roll call vote of all members present of said Board.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 6th day of February 2020.

Resolution No. 2019/20-E-17

Michael B. Matsuda
Superintendent and Secretary,
Board of Trustees

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

Through with Chew Week

RESOLUTION NO. 2019/20-E-18

February 6, 2020

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

WHEREAS, Through with Chew Week will be officially celebrated in every community in America the third week each year in February; and

WHEREAS, tobacco, tobacco products, and nicotine use/abuse has continued to be at epidemic stages, particularly with new and emerging trends/products such as smokeless chew and snuff; and

WHEREAS, it is imperative that a united effort of community members launch visible tobacco, tobacco products and nicotine prevention efforts to reduce the demand for smokeless tobacco; and

WHEREAS, business, government, law enforcement, schools, religious institutions, service organizations, youth, medical, senior citizens, military, sports teams, and individuals will demonstrate their commitment to tobacco-free, healthy lifestyles by challenging people to stop using tobacco, specifically smokeless spit tobacco and help people to learn about the many tools they can use to help them quit and stay quit during Through with Chew Week;

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees of the Anaheim Union High School District hereby supports February 17-21, 2020, as Through with Chew Week in the District and encourages its teachers, administrators, classified employees, and all staff to use the dates to decrease spit tobacco use and increase awareness of the negative health effects of using these tobacco products. Through with Chew Week is a national week of activism that empowers youth and any concerned group to stand out,
Resolution No. 2019/20-E-18

speak up, and seize control against Big Tobacco by raising awareness of the problem of smokeless tobacco use; encourage youth to reject the tobacco industry's deceptive marketing and stay tobacco-free; and urge elected officials to take action to protect kids from tobacco.

The foregoing resolution was passed and adopted at a regular meeting of the Board of Trustees, on February 6, 2020, by the following roll call vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

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

I, Michael B. Matsuda, Superintendent of the Anaheim Union High School District of Orange County, California, and Secretary to the Board of Trustees thereof, hereby certify that the above and foregoing resolution was duly and regularly adopted by the said Board of Trustees at the regular meeting thereof, held on the 6th day of February 2020, and passed, by a roll call vote of all members present of said Board.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 6th day of February 2020.

Michael B. Matsuda
Superintendent and Secretary,
Board of Trustees

Business and Noninstructional Operations

The district may provide transportation for students, employees, and other individuals for field trips and other school-related trips approved according to Board policy and administrative regulation.

The Superintendent or designee shall determine the most appropriate and cost-effective mode of transportation for each approved trip. He/she may authorize the use of district vehicles, contract to provide transportation, or arrange transportation by the use of other vehicles.

The Superintendent or designee shall ensure that the district or contractor has sufficient liability insurance for transportation on school-related trips.

When district transportation is provided, students may be released from using district transportation only with the advance written permission of their parents/guardians.

School-related organizations requesting transportation shall be fully responsible for the costs of their trips unless funding has been approved by the Governing Board.

Transportation by Private Vehicle

The Superintendent or designee may authorize the transportation of students by private vehicle when the vehicle is driven by an adult age 21 or older who possesses a valid California driver's license or, if he/she is a nonresident on active military duty in California, possesses a valid license from his/her state of residence. To be approved, a driver shall have a good driving record and possess at least the minimum insurance required by law. Any person providing transportation to district students in a private vehicle shall register with the district for such purposes.

Drivers shall receive safety and emergency instructions which shall be kept in their vehicle.

All student passengers shall submit permission slips signed by their parents/guardians. Teachers shall ensure that each driver has a copy of the permission slip for each student riding in his/her vehicle.

The number of passengers, including the driver, shall not exceed the capacity for which the vehicle was designed. Trucks may not transport more persons than can safely sit in the passenger compartment. The driver shall ensure that the manufacturer's recommendations for his/her vehicle are followed regarding the seating of children in seats equipped with airbags.

The driver or any other person shall not smoke or have in his/her immediate possession a lighted pipe, cigar, or cigarette containing tobacco or any other plant when there is a minor in the motor vehicle, whether the motor vehicle is in motion or at rest. (Health and Safety Code 118948)

Passenger Restraint Systems

All drivers shall wear safety belts and shall ensure that all passengers are properly secured in seat belts or child passenger restraint systems in accordance with law. (Vehicle Code 27315, 27360, 27360.5, 27363)

Legal Reference:

EDUCATION CODE

- 35330 Excursions and field trips
- 35332 Transportation by air
- 39830 School bus
- 39830.1 School pupil activity bus
- 39860 Transportation to special activities by district
- 44808 Liability when students not on school property

HEALTH AND SAFETY CODE

- 118947-118949 Prohibition against smoking in motor vehicle with minor

PUBLIC UTILITIES CODE

- 5384.2 District not liable for charter-party carrier

VEHICLE CODE

- 545 School bus, definition
- 12814.6 Limitations of provisional driver's license
- 27315 Mandatory use of seat belts in private passenger vehicles
- 27360-27360.5 Child passenger restraint systems
- 27363 Child passenger restraint systems, exemptions

Management Resources:

WEB SITES

- California Department of Motor Vehicles: <http://www.dmv.ca.gov>
- California Highway Patrol: <http://www.chp.ca.gov>
- California Office of Traffic Safety: <http://www.ots.ca.gov>
- National Highway Traffic Safety Administration: <http://www.nhtsa.dot.gov>

Board of Trustees

Approved: TBD

B

Business and Noninstructional Operations

Each day, prior to driving a school bus, each school bus driver shall inspect the bus to ensure that it is in safe operating condition and equipped as required by law and that all equipment is in good working order. At the completion of each day's work, the driver shall prepare and sign a written report of the condition of the equipment specified in 13 CCR 1215. The report shall indicate any defect or deficiency discovered by or reported to the driver which would affect safe operation or result in mechanical breakdown of the bus or, if no defect or deficiency was discovered or reported, shall so indicate. Any defect or deficiency that would affect safe operation shall be repaired prior to operating the bus. (13 CCR 1215)

Passenger Restraint Systems

The Superintendent or designee shall ensure that any school bus or student activity bus which is purchased or leased by the district is equipped with a combination pelvic and upper torso passenger restraint system at all designated seating positions if that bus: (Vehicle Code 27316, 27316.5; 13 CCR 1201)

1. Is a Type 1 school bus manufactured on or after July 1, 2005 which is designed for carrying more than 16 passengers and the driver.
2. Is a Type 2 school bus or student activity bus manufactured on or after July 1, 2004 which meets one of the following criteria:
 - a. Is designed for carrying 16 or fewer passengers and the driver.
 - b. Has a manufacturer's vehicle weight rating of 10,000 pounds or less and is designed for carrying not more than 20 passengers and the driver.

The Superintendent or designee shall prioritize the allocation of school buses purchased, leased, or contracted to ensure that elementary students receive first priority for new school buses equipped with passenger restraint systems whenever feasible.

When a school bus or student activity bus is equipped with a passenger restraint system, all passengers shall use the passenger restraint system. (5 CCR 14105)

Bus drivers shall be instructed regarding procedures to enforce the proper use of the passenger restraint system. Students who fail to follow instructions of the bus driver may be subject to discipline, including suspension of riding privileges, in accordance with Board policy and administrative regulations.

Fire Extinguishers

Each school bus shall be equipped with at least one fire extinguisher located in the driver's compartment which meets the standards specified in law. In addition, a wheelchair school bus shall have another fire extinguisher placed at the wheelchair loading door or emergency exit. All fire extinguishers shall be regularly inspected and serviced in accordance with regulations adopted by the State Fire Marshal. (Education Code 39838; 13 CCR 1242; 19 CCR 574-575.3)

Electronic Communications Devices

A bus driver is prohibited from driving a school bus or student activity bus while using a wireless telephone or other electronic wireless communications device except for work-related or emergency purposes, including, but not limited to, contacting a law enforcement agency, health care provider, fire department, or other emergency service agency or entity. In any such permitted situation, the driver shall only use a wireless telephone or device that is specifically designed and configured to allow voice-operated and hands-free operation or a function that requires only a single swipe or tap of the driver's finger provided the device is mounted on the windshield, dashboard, or center console of the bus. (Vehicle Code 23123.5, 23125)

Safe Bus Operations

School buses and student activity buses shall not be operated whenever the number of passengers exceeds bus seating capacity, except when necessary in emergency situations which require that individuals be transported immediately to ensure their safety. (Education Code 39834)

School bus operations shall be limited when atmospheric conditions reduce visibility on the roadway to 200 feet or less during regular home-to-school transportation service. Bus drivers for school activity trips may discontinue bus operation whenever they determine that it is unsafe to continue operation because of reduced visibility. (Vehicle Code 34501.6)

Unauthorized Entry

The Superintendent or designee may place a notice at bus entrances that warns against unauthorized entry. The driver or another school official may order any person to disembark if that person enters a bus without prior authorization. (Education Code 39842; 13 CCR 1256.5)

Transportation Safety Plan for Boarding and Exiting Buses

The Superintendent or designee shall develop a transportation safety plan containing procedures for school personnel to follow to ensure the safe transport of students. The plan shall address all of the following: (Education Code 39831.3)

1. Determining if students in grades 7 through 8 require an escort to cross a private road or highway at a bus stop pursuant to Vehicle Code 22112
2. Procedures for all students in grades 7 through 8 to follow as they board and exit the bus at their bus stops
3. Boarding and exiting a school bus at a school or other trip destination
4. Procedures to ensure that a student is not left unattended on a school bus, student activity bus, or youth bus

Such procedures shall include, on or before the beginning of the 2018-19 school year, the installation of a child safety alert system at the interior rear of each bus that requires the driver to either manually contact or scan the device, thereby prompting the driver to inspect the entirety of the interior of the vehicle before exiting. A student activity bus may be exempt from this requirement under the conditions specified in Vehicle Code 28160.

5. Procedures and standards for designating an adult chaperone, other than the driver, to accompany students on a school activity bus

A copy of the plan shall be kept at each school site and made available upon request to the California Highway Patrol (CHP). (Education Code 39831.3)

Student Instruction

Students who are transported in a school bus or student activity bus shall receive instruction in school bus emergency procedures and passenger safety as follows: (Education Code 39831.5; 5 CCR 14102)

1. Each year, all students who receive home-to-school transportation in a school bus shall be provided appropriate instruction in safe riding practices and emergency evacuation drills.
2. At least once each school year, all students in grades 7 through 8 who receive home-to-school transportation shall receive safety instruction which includes, but is not limited to:
 - a. Proper loading and unloading procedures, including escorting by the driver
 - b. How to safely cross the street, highway, or private road
 - c. In school buses with passenger restraint systems, instruction in the use of such systems as specified in 5 CCR 14105, including, but not limited to, the proper fastening and release of the passenger restraint system, acceptable placement of passenger restraint systems on students, times at which the passenger restraint systems should be fastened and released, and acceptable placement of the passenger restraint systems when not in use
 - d. Proper passenger conduct
 - e. Bus evacuation procedures
 - f. Location of emergency equipment

As part of this instruction, students shall evacuate the school bus through emergency exit doors. Instruction also may include responsibilities of passengers seated next to an emergency exit.

Each time the above instruction is given, the following information shall be documented:

- a. District name
- b. School name and location
- c. Date of instruction
- d. Names of supervising adults
- e. Number of students participating
- f. Grade levels of students

- g. Subjects covered in instruction
- h. Amount of time taken for instruction
- i. Bus driver's name
- j. Bus number
- k. Additional remarks

This documentation shall be kept on file at the district office or the school for one year and shall be available for inspection by the CHP.

- 3. Before departing on a school activity trip, all students riding on a school bus or student activity bus shall receive safety instruction which includes, but is not limited to, the location of emergency exits and the location and use of emergency equipment. This instruction also may include responsibilities of passengers seated next to an emergency exit.

Bus Accidents

In the event of a school bus accident, the driver shall immediately notify the CHP and the Superintendent or designee. The driver shall not leave the immediate vicinity of the bus to seek aid unless necessary. (13 CCR 1219)

The Superintendent or designee shall maintain a report of each accident that occurred on public or private property involving a school bus with students aboard. The report shall contain pertinent details of the accident and shall be retained for 12 months from the date of the accident. If the accident was not investigated by the CHP, the Superintendent or designee shall forward a copy of the report to the local CHP within five work days of the date of the accident. (13 CCR 1234)

The Superintendent or designee shall review all investigations of bus incidents and accidents to develop preventative measures.

Legal Reference:

EDUCATION CODE

39830-39843 Transportation, school buses

39860 Contract for transportation; requirement that student not be left unattended

51202 Instruction in personal and public health and safety

PENAL CODE

241.3 Assault against school bus driver

243.3 Battery against school bus driver

VEHICLE CODE

415 Definition of motor vehicle

545-546 Definition of school bus and student activity bus

22112 Loading and unloading passengers

23123.5 Use of wireless telephone or communications device while driving; exceptions

- 23125 Use of wireless telephone prohibited while driving school bus
- 27316-27316.5 Passenger restraint systems
- 28160 Child safety alert system
- 34500 California Highway Patrol responsibility to regulate safe operation of school buses
- 34501.5 California Highway Patrol responsibility to adopt rules re: safe operation of school buses
- 34501.6 School buses; reduced visibility
- 34508 California Highway Patrol responsibility to adopt rules re: equipment and bus operations

CODE OF REGULATIONS, TITLE 5

- 14100-14105 School buses and student activity buses

CODE OF REGULATIONS, TITLE 13

- 1200-1293 Motor carrier safety
- 2480 Airborne toxic control measure; limitation on bus idling

CODE OF REGULATIONS, TITLE 19

- 574-575.3 Inspection and maintenance of fire extinguishers

CODE OF FEDERAL REGULATIONS, TITLE 49

- 571.1-571.500 Motor vehicle standards, including school buses

Management Resources:

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

Passenger Restraints Frequently Asked Questions

WEB SITES

- California Association of School Business Officials: <http://www.casbo.org>
- American School Bus Council: <http://www.americanschoolbuscouncil.org>
- California Association of School Transportation Officials: <http://www.castoways.org>
- California Department of Education, Office of School Transportation:
<http://www.cde.ca.gov/lstn>
- California Highway Patrol: <http://www.chp.ca.gov>
- National Transportation Safety Board: <http://www.nts.gov>
- U.S. Department of Transportation, National Highway Traffic Safety Administration:
<http://www.nhtsa.dot.gov>

Board of Trustees

Approved: TBD

B

The Board of Trustees recognizes its critical responsibility for adopting a sound budget for each fiscal year which is aligned with the district's vision, goals, priorities, local control and accountability plan (LCAP), and other comprehensive plans. The district budget shall guide decisions and actions throughout the year and shall serve as a tool for monitoring the fiscal health of the district.

The district budget shall show a complete plan and itemized statement of all proposed expenditures and all estimated revenues for the following fiscal year, together with a comparison of revenues and expenditures for the current fiscal year. The budget shall also include the appropriations limit and the total annual appropriations subject to limitation as determined pursuant to Government Code 7900-7914. (Education Code 42122)

Budget Development and Adoption Process

In order to provide guidance in the development of the budget, the Board shall annually establish budget priorities based on identified district needs and goals and on realistic projections of available funds.

The Superintendent or designee shall oversee the preparation of a proposed district budget for approval by the Board and shall involve appropriate staff in the development of budget projections.

The Board shall hold a public hearing on the proposed budget in accordance with Education Code 42103 and 42127.

The Board shall adopt the district budget on or before July 1 of each year. (Education Code 42127)

At a public meeting held on a date after the public hearing on the budget, the Board shall adopt the budget following its adoption of the LCAP or an annual update to the LCAP at the same meeting. The budget shall include the expenditures necessary to implement the LCAP or the annual update to the LCAP. (Education Code 42127, 52062)

The budget that is formally adopted by the Board shall adhere to the state's Standardized Account Code Structure as prescribed by the Superintendent of Public Instruction. (Education Code 42126, 42127)

The Superintendent or designee may supplement this format with additional information as necessary to effectively communicate the budget to the Board, staff, and public.

No later than five days after the Board adopts the district budget or by July 1, whichever occurs first, the Board shall file with the County Superintendent of Schools the adopted district budget and supporting data. The budget and supporting data shall be maintained and made available for public review. (Education Code 42127)

If the County Superintendent disapproves or conditionally approves the district's budget, the Board shall review and respond to his/her recommendations at a public meeting on or before October 8. The response shall include any revisions to the adopted budget and any other proposed actions to be taken as a result of those recommendations. (Education Code 42127)

Budget Advisory Committee

The Superintendent or designee may appoint a budget advisory committee composed of staff, Board representatives, and/or members of the community.

The committee shall submit recommendations during the budget development process and its duties shall be assigned each year based on district needs. All recommendations of the committee shall be advisory only and shall not be binding on the Board.

Budget Criteria and Standards

The Superintendent or designee shall develop a district budget in accordance with state criteria and standards specified in 5 CCR 15440-15450 as they relate to projections of average daily attendance (ADA), enrollment, ratio of ADA to enrollment, local control funding formula revenue, salaries and benefits, other revenues and expenditures, facilities maintenance, deficit spending, unrestricted general fund balance, and reserves. In addition, he/she shall provide the supplemental information specified in 5 CCR 15451 which addresses the methodology and budget assumptions used, contingent liabilities, use of one-time revenues for ongoing expenditures, use of ongoing revenues for one-time expenditures, contingent revenues, contributions, long-term commitments, unfunded liabilities, status of collective bargaining agreements, the LCAP, and LCAP expenditures. (Education Code 33128, 33128.3, 33129, 42127.01; 5 CCR 15440-15451)

The district budget shall provide for increasing or improving services for unduplicated students in proportion to the increase in funds apportioned on the basis of the number and concentration of unduplicated students. Unduplicated students are students who are eligible for free or reduced-price meals, English learners, and/or foster youth. (Education Code 42238.07; 5 CCR 15496)

The Board may establish other budget assumptions or parameters which may take into consideration the stability of funding sources, legal requirements and constraints on the use of funds, anticipated increases and/or decreases in the cost of services and supplies, program requirements, and any other factors necessary to ensure that the budget is a realistic plan for district revenues and expenditures.

Fund Balance

The district shall classify fund balances in compliance with Governmental Accounting Standards Board (GASB) Statement 54, as follows:

1. Nonspendable fund balance includes amounts that are not expected to be converted to cash, such as resources that are not in a spendable form (e.g., inventories and prepaids) or that are legally or contractually required to be maintained intact.

For this purpose, all commitments of funds shall be approved by a majority vote of the Board. The constraints shall be imposed no later than the end of the reporting period (June 30), although the actual amounts may be determined subsequent to that date but prior to the issuance of the financial statements.

2. Assigned fund balance includes amounts which are intended for a specific purpose but do not meet the criteria to be classified as restricted or committed.

The Board delegates authority to assign funds to the assigned fund balance to the Superintendent and authorizes the assignment of such funds to be made any time prior to the issuance of the financial statements. The Superintendent may further delegate the authority to assign funds at his/her discretion.

3. Unassigned fund balance includes amounts that are available for any purpose.

When multiple types of funds are available for an expenditure, the district shall first utilize funds from the restricted fund balance as appropriate, then from the committed fund balance, then from the assigned fund balance, and lastly from the unassigned fund balance.

The Board intends to maintain a minimum assigned and unassigned fund balance in an amount the Board deems sufficient to maintain fiscal solvency and stability and to protect the district against unforeseen circumstances.

If the assigned and unassigned fund balance falls below the level set by the Board due to an emergency situation, unexpected expenditures, or revenue shortfalls, the Board shall develop a plan to recover the fund balance which may include dedicating new unrestricted revenues, reducing expenditures, and/or increasing revenues or pursuing other funding sources.

Long-Term Financial Obligations

The district's current-year budget and multiyear projections shall include adequate provisions for addressing the district's long-term financial obligations, including, but not limited to, long-term obligations resulting from collective bargaining agreements, financing of facilities projects, unfunded or future liability for retiree benefits, and accrued workers' compensation claims.

The Board shall approve a plan for meeting the district's long-term obligations to fund nonpension, other postemployment benefits (OPEBs). This plan shall include a specific funding strategy and the method that will be used to finance the district's annual fiscal obligations for such benefits in a manner that continually reduces the deficit to the district to the extent possible. The Board reserves the authority to review and amend the funding strategy as necessary to ensure that it continues to serve the best interests of the district and maintains flexibility to adjust for changing budgetary considerations.

When the Superintendent or designee presents a report to the Board on the estimated accrued but unfunded cost of OPEBs, the Board shall disclose, as a separate agenda item at the same meeting, whether or not it will reserve a sufficient amount of money in its budget to fund the present value of the benefits of existing retirees and/or the future cost of employees who are eligible for benefits in the current fiscal year. (Education Code 42140)

When the Superintendent or designee presents a report to the Board on the estimated accrued but unfunded cost of workers' compensation claims, the Board shall disclose, as a separate agenda item at the same meeting, whether or not it will reserve in the budget sufficient amounts to fund the present value of accrued but unfunded workers' compensation claims or if it is otherwise decreasing the amount in its workers' compensation reserve fund. The Board shall annually certify to the County Superintendent the amount, if any, that it has decided to reserve in the budget for these costs. The Board shall submit to the County Superintendent any budget revisions that may be necessary to account for this budget reserve. (Education Code 42141)

Budget Amendments

No later than 45 days after the Governor signs the annual Budget Act, the Superintendent or designee shall make available for public review any revisions in budgeted revenues and expenditures which occur as a result of the funding made available by that Budget Act. (Education Code 42127)

Whenever revenues and expenditures change significantly throughout the year, the Superintendent or designee shall recommend budget amendments to ensure accurate projections of the district's net ending balance. When final figures for the prior-year budget are available, this information shall be used as soon as possible to update the current-year budget's beginning balance and projected revenues and expenditures.

In addition, budget amendments shall be submitted for Board approval as necessary when collective bargaining agreements are accepted, district income declines, increased revenues or unanticipated savings are made available to the district, program proposals are significantly different from those approved during budget adoption, interfund transfers are needed to meet actual program expenditures, and/or other significant changes occur that impact budget projections.

Legal Reference:

EDUCATION CODE

1240 Duties of county superintendent of schools

33127-33131 Standards and criteria for local budgets and expenditures

42103 Public hearing on proposed budget; requirements for content of proposed budget

42122-42129 Budget requirements

42130-42134 Financial certifications

42140-42141 Disclosure of fiscal obligations

42238-42251 Apportionments to districts, especially:

42238.01-42238.07 Local control funding formula
42602 Use of unbudgeted funds
42610 Appropriation of excess funds and limitation thereon
45253 Annual budget of personnel commission
45254 First year budget of personnel commission
52060-52077 Local control and accountability plan

GOVERNMENT CODE

7900-7914 Appropriations limit

CODE OF REGULATIONS, TITLE 5

15060 Standardized account code structure
15440-15451 Criteria and standards for school district budgets
15494-15496 Local control funding formula, expenditures

Management Resources:

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

California School Accounting Manual

New Requirements for Reporting Fund Balance in Governmental Funds, January 7, 2011

FISCAL CRISIS AND MANAGEMENT ASSISTANCE TEAM PUBLICATIONS

Fiscal Oversight Guide for AB 1200, AB 2756 and Subsequent Related Legislation, September

2006 GOVERNMENT FINANCE OFFICERS ASSOCIATION

Best Practice: Appropriate Level of Unrestricted Fund Balance in the General Fund, 2009

GOVERNMENTAL ACCOUNTING STANDARDS BOARD STATEMENTS

Statement 54, Fund Balance Reporting and Governmental Fund Type Definitions, March 2009

Statement 45, Accounting and Financial Reporting by Employers for Post-employment Benefits
Other Than Pensions, June 2004

Statement 34, Basic Financial Statements and Management's Discussion and Analysis - For State
and Local Governments, June 1999

Board of Trustees

Approved: TBD

B

The Board of Trustees intends to use California State Lottery funds for supplemental and other expenditures in support of educational programs and activities. In recognition of the yearly fluctuations of lottery funds received by the district, the Board shall not commit lottery funds for any purpose until they have been received.

The Board shall establish funding priorities and approve all allocations in accordance with the law.

Lottery funds allocated by the state for the purchase of instructional materials shall be expended on instructional materials as defined in Education Code 60010. Lottery funds shall not be used for the acquisition of real property, construction of school facilities, financing of research, or any other noninstructional purpose. (Government Code 8880.4, 8880.5)

For the receipt and expenditure of lottery funds, the Superintendent or designee shall establish a separate account for the receipt and distribution of lottery funds that shall be clearly identified as a lottery education account. (Government Code 8880.5)

The Board encourages staff and community members to participate in determining how lottery funds will be used. The Superintendent or designee may solicit input through district advisory groups, school site councils, and/or individual students, staff, parents/guardians, and community members.

Legal References:

EDUCATION CODE

14600 Legislative findings and declarations: state control of lottery funds

14700-14701 Use of lottery funds

60010 Definitions

60119 Sufficiency of instructional materials

GOVERNMENT CODE

8880-8880.5 California state lottery: general provisions

CODE OF REGULATIONS, TITLE 5

19834 Audits, Proposition 20 lottery funds

19835 Audits, state lottery funds

Management Resources:

CALIFORNIA DEPARTMENT OF EDUCATION CORRESPONDENCE

2001.05.10 Proposition 20 - Allocation of Lottery Funds for Instructional Materials

WEB SITES

California Department of Education, Finance and Grants†: <http://www.cdeca.gov/fg>

Education Audit Appeals Panel†: <http://www.eaap.ca.gov>

Board of Trustees

Approved: TBD

B

Business and Noninstructional Operations

The Board of Trustees recognizes the district's responsibility to comply with state and federal nondiscrimination laws as they apply to the district's nutrition programs. The district shall not deny any individual the benefits or service of any nutrition program or discriminate against him/her on any basis prohibited by law.

Coordinator

The Board designates the compliance officer(s) specified in AR 1312.3 - Uniform Complaint Procedures as the district's civil rights coordinator to ensure compliance with the laws governing its nutrition programs and to investigate any related complaints.

The responsibilities of the compliance officer/coordinator include, but are not limited to:

1. Providing the name of the civil rights coordinator, Section 504 coordinator, and Title IX coordinator, if different from the civil rights coordinator, to the California Department of Education and other interested parties(cf. 6164.6 - Identification and Education Under Section 504)
2. Annually providing mandatory civil rights training to all frontline staff who interact with program applicants or participants and to those who supervise frontline staff

The subject matter of such training shall include, but not be limited to, collection and use of data, effective public notification systems, complaint procedures, compliance review techniques, resolution of noncompliance, requirements for reasonable accommodation of persons with disabilities, requirements for language assistance, conflict resolution, and customer service.

3. Establishing admission and enrollment procedures that do not restrict enrollment of students on the basis of race, ethnicity, national origin, or disability, including preventing staff from incorrectly denying applications and ensuring that such persons have equal access to all programs
4. Sending a public release announcing the availability of the child nutrition programs and/or changes in the programs to public media and to community and grassroots organizations that interact directly with eligible or potentially eligible participants
5. Communicating the program's nondiscrimination policy and applicable complaint procedures, as provided in the section "Notifications" below
6. Providing appropriate translation services when a significant number of persons in the surrounding population have limited English proficiency

7. Ensuring that every part of a facility is accessible to and usable by persons with disabilities and that participants with disabilities are not excluded from the benefits or services due to inaccessibility of facilities
8. Ensuring that special meals are made available to participants with disabilities who have a medical statement on file documenting that their disability restricts their diet
9. Implementing procedures to process and resolve civil rights (discrimination) complaints and program-related complaints, including maintaining a complaint log and working with the appropriate person to resolve any complaint
10. Developing a method, which preferably uses self-identification or self-reporting, to collect racial and ethnic data for potentially eligible populations, applicants, and participants

Notifications

The U.S. Department of Agriculture's (USDA) "And Justice for All" civil rights poster or a substitute poster approved by the USDA's Food and Nutrition Service shall be displayed in areas visible to the district's nutrition program participants, such as food service areas and school offices.

The coordinator shall notify the public, all program applicants, participants, and potentially eligible persons of their program rights and responsibilities and steps necessary for participation. Applicants, participants, and the public also shall be advised of their right to file a complaint, how to file a complaint, the complaint procedures, and that a complaint may be filed anonymously or by a third party.

In addition, all forms of communication available to the public regarding program availability shall contain, in a prominent location, the following statement:

"In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.), should contact the Agency (State or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, (AD-3027) found online at:

http://www.ascr.usda.gov/complaint_filing_cust.html, and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by:

- (1) mail: U.S. Department of Agriculture
Office of the Assistant Secretary for Civil Rights
Independence Avenue, SW
Washington, D.C. 20250-9410;
- (2) fax: (202) 690-7442; or
- (3) email: program.intake@usda.gov.

This institution is an equal opportunity provider."

Forms of communication requiring this nondiscrimination statement include, but are not limited to, web sites, public information releases, publications, and posters, but exclude menus. The nondiscrimination statement need not be included on every page of program information on the district's or school's web site, but the statement or a link to the statement shall be included on the home page of the program information.

A short version of the nondiscrimination statement, stating "This institution is an equal opportunity provider," may be used on pamphlets, brochures, and flyers in the same print size as the rest of the text.

Complaints

Any complaint concerning the district's nutrition programs shall be investigated using the process identified in AR 1312.3 - Uniform Complaint Procedures.

When a complaint alleging discrimination on the basis of race, color, national origin, sex, age, or disability is unresolved at the district level, the coordinator shall notify the complainant of the option to contact and/or forward his/her complaint to one of the following agencies:

Child Nutrition Program Civil Rights and Program Complaint Coordinator, California
Department of Education, Nutrition Services Division, 1430 N Street, Room 4503, Sacramento,
CA 95814-2342 or call (916) 323-8531 or (800) 952-5609

U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400
Independence Avenue, SW, Washington, D.C. 20250-9410, (866) 632-9992, (800) 877-8339
(Federal Relay Service - English), (800) 845-6136 (Federal Relay Service - Spanish), fax (202)
690-7442, or email program.intake.usda.gov.

Legal Reference:

EDUCATION CODE

200-262.4 Prohibition of discrimination
48985 Notices to parents in language other than English
79060-49079 Student records
49490-49590 Child nutrition programs

PENAL CODE

422.6 Interference with constitutional right or privilege

CODE OF REGULATIONS, TITLE 5

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

UNITED STATES CODE, TITLE 20

1400-1482 Individuals with Disabilities in Education Act
1681-1688 Discrimination based on sex or blindness, Title IX

UNITED STATES CODE, TITLE 29

794 Section 504 of the Rehabilitation Act of 1973

UNITED STATES CODE, TITLE 42

2000d-2000d-7 Title VI, Civil Rights Act of 1964
2000e-2000e-17 Title VII, Civil Rights Act of 1964 as amended
2000h-2000h-6 Title IX
12101-12213 Americans with Disabilities Act

CODE OF FEDERAL REGULATIONS, TITLE 7

210.23 National School Lunch Program, district responsibilities
215.7 Special Milk Program, requirements for participation
215.14 Special Milk Program, nondiscrimination
220.7 School Breakfast Program, requirements for participation
225.3 Summer Food Service Program, administration
225.7 Summer Food Service Program, program monitoring

CODE OF FEDERAL REGULATIONS, TITLE 28

35.101-35.190 Americans with Disabilities Act
36.303 Auxiliary aids and services

CODE OF FEDERAL REGULATIONS, TITLE 34

100.1-100.13 Nondiscrimination in federal programs, effectuating Title VI
104.1-104.39 Section 504 of the Rehabilitation Act of 1973
106.1-106.61 Discrimination on the basis of sex, effectuating Title IX, especially:
106.9 Dissemination of policy

Management Resources:

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

Civil Rights and Complaint Procedures for the U.S. Department of Agriculture Child Nutrition Programs, rev. November 2015

U.S. DEPARTMENT OF AGRICULTURE, FOOD AND NUTRITION SERVICE
PUBLICATIONS

Civil Rights Compliance and Enforcement - Nutrition Programs and Activities, FNS Instruction 113-1, November 2005

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

Notice of Non-Discrimination, August 2010

WEB SITES

California Department of Education, Nutrition Services Division: <http://www.cde.ca.gov/ls/nu>

U.S. Department of Agriculture, Food and Nutrition Services: <http://www.fns.usda.gov>

U.S. Department of Agriculture, Office for Civil Rights: <http://www.ascr.usda.gov>

U.S. Department of Education, Office for Civil Rights: <http://www2.ed.gov/ocr>

Board of Trustees

Approved: TBD

B

Business and Noninstructional Operations

The Board of Trustees recognizes that adequate, nourishing food is essential to student health, development, and ability to learn. The superintendent or designee shall develop strategies to increase students' access to the District's food service programs and to maximize their participation in available programs.

Foods and beverages available through the District's food service program shall:

1. Be carefully selected so as to contribute to students' nutritional well-being and the prevention of disease
2. Meet or exceed nutrition standards specified in law and administrative regulation
3. Be prepared in ways that will appeal to students, retain nutritive quality, and foster lifelong healthful eating habits
4. Be served in age-appropriate portions
5. Be available to students who meet federal eligibility criteria at no cost or at reduced prices, and to other students at reasonable prices

To encourage student participation in school meal programs, schools may offer multiple choices of food items within a meal service, provided all food items meet nutrition standards and all students are given an opportunity to select any food item.

The superintendent or designee may invite students and parents/guardians to participate in the selection of foods of good nutritional quality for school menus.

The Board desires to provide students with adequate time and space to eat meals. To the extent possible, school, recess, and transportation schedules shall be designed to encourage participation in school meal programs.

The superintendent or designee shall periodically review the adequacy of school facilities for cafeteria eating and food preparation.

In accordance with law, the superintendent or designee shall develop and maintain a food safety program in order to reduce the risk of foodborne hazards at each step of the food preparation process, from receiving to service.

The superintendent or designee shall annually report to the Board on student participation in the District's nutrition programs and the extent to which the District's food services program meets state and federal nutrition standards for foods and beverages. In addition, the superintendent or designee shall provide all necessary and available documentation required for the Administrative Review conducted by the California Department of Education (CDE) to ensure the food service program's compliance with federal requirements related to nutrition standards, meal patterns,

provision of drinking water, school meal environment, food safety, and other areas as required by the CDE.

Legal Reference:

EDUCATION CODE

- 35182.5 Contracts, non-nutritious beverages
- 38080-38103 Cafeteria, establishment and use
- 45103.5 Contracts for management consulting services; restrictions
- 49430-49434 Pupil Nutrition, Health, and Achievement Act of 2001
- 49490-49494 School breakfast and lunch programs
- 49500-49505 School meals
- 49510-49520 Nutrition
- 49530-49536 Child Nutrition Act
- 49540-49546 Child care food program
- 49547-49548.3 Comprehensive nutrition services
- 49550-49562 Meals for needy students
- 495070 National School Lunch Act
- 51795-51797 School gardens

HEALTH AND SAFETY CODE

- 113700-114437 California Retail Food Code

CODE OF REGULATIONS, TITLE 5

- 15510 Mandatory meals for needy students
- 15530-15535 Nutrition education
- 15550-15565 School lunch and breakfast programs
- 15575-15578 Requirements for foods and beverages outside federal meal programs

UNITED STATES CODE, TITLE 42

- 1751-1769j National School Lunch Program, including:
- 1758b Local wellness policy
- 1761 Summer Food Service Program and Seamless Summer Feeding Option
- 1769a Fresh Fruit and Vegetable Program
- 1771-1793 Child nutrition, especially:
- 1772 Special Milk Program
- 1773 National School Breakfast Program

CODE OF FEDERAL REGULATIONS, TITLE 7

- 210.1-210.31 National School Lunch Program
- 215.1-215.18 Special Milk Program
- 220.2-220.22 National School Breakfast Program
- 245.1-245.13 Eligibility for free and reduced-price meals and free milk

Management Resources:

CSBA PUBLICATIONS

Building Healthy Communities: A School Leader's Guide to Collaboration and Community Engagement, 2009
Nutrition Standards for Schools: Implications for Student Wellness, Policy Brief, rev. October 2007
Monitoring for Success: Student Wellness Policy Implementation Monitoring Report and Guide, 2007
Student Wellness: A Healthy Food and Physical Activity Policy Resource Guide, rev. April 2006

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

School Meals Initiative Summary
Healthy Children Ready to Learn, January 2005
Professional Standards in the School Nutrition Programs, Management Bulletin SNP-17-2016, October 2016

CALIFORNIA PROJECT LEAN PUBLICATIONS

Policy in Action: A Guide to Implementing Your Local School Wellness Policy, October 2006

U.S. DEPARTMENT OF AGRICULTURE PUBLICATIONS

School Breakfast Toolkit
Fresh Fruit and Vegetable Program: Handbook for Schools, December 2010
Food Buying Guide for Child Nutrition Programs, December 2007
Civil Rights Compliance and Enforcement - Nutrition Programs and Activities, FNS Instruction 113-1, November 2005
Guidance for School Food Authorities: Developing a School Food Safety Program Based on the Process Approach to HACCP Principles, June 2005
Dietary Guidelines for Americans, 2005

WEB SITES

CSBA: <http://www.csba.org>
California Department of Education, Nutrition Services Division: <http://www.cde.ca.gov/ls/nu>
California Department of Public Health: <http://www.cdph.ca.gov>
California Farm Bureau Federation: <http://www.cfbf.com>
California Food Policy Advocates: <http://www.cfpa.net>
California Healthy Kids Resource Center: <http://www.californiahealthykids.org>
California Project LEAN (Leaders Encouraging Activity and Nutrition):
<http://www.californiaprojectlean.org>
California School Nutrition Association: <http://www.calsna.org>
Centers for Disease Control and Prevention: <http://www.cdc.gov>
National Alliance for Nutrition and Activity: <http://www.cspinet.org/nutritionpolicy/nana.html>
U.S. Department of Agriculture, Food and Nutrition Service: <http://www.fns.usda.gov/fns>

Board of Trustees
Approved: TBD
B

Business and Noninstructional Operations

Nutrition Standards for School Meals

Meals, food items, and beverages provided through the District's food services program shall: (Education Code 49531, 49553; 42 USC 1758, 1773)

1. Comply with National School Lunch and/or Breakfast Program standards for meal patterns, nutrient levels, and calorie requirements for the ages/grade levels served, as specified in 7 CFR 210.10 or 220.8 as applicable
2. Not be deep fried, par fried, or flash fried, as defined in Education Code 49430 and 49430.7

Drinking Water

The District shall provide access to free, fresh drinking water during meal times in food service areas at all District schools, including, but not limited to, areas where reimbursable meals under the National School Lunch or Breakfast Program are served or consumed. (Education Code 38086; 42 USC 1758)

Food Safety

The superintendent or designee shall ensure that the District's food service program meets the applicable sanitation and safety requirements of the California Retail Food Code as set forth in Health and Safety Code 113700-114437.

For all District schools participating in the National School Lunch and/or School Breakfast Program, the superintendent or designee shall implement a written food safety program for the storage, preparation, and service of school meals which complies with the national Hazard Analysis and Critical Control Point (HACCP) system. The District's HACCP plan shall include, but is not limited to, a determination of critical control points and critical limits at each stage of food production, monitoring procedures, corrective actions, and recordkeeping procedures. (42 USC 1758; 7 CFR 210.13, 220.7)

The superintendent or designee shall provide ongoing staff development on food safety to food service managers and employees. Each new employee, including a substitute, or volunteer shall complete initial food safety training prior to handling food. The superintendent or designee shall document the date, trainer, and subject of each training.

The superintendent or designee shall assign staff to maintain records and logs documenting food safety activities, including, but not limited to, records of food deliveries, time and temperature monitoring during food production, equipment temperature (freezer, cooler, thermometer calibration), corrective actions, verification or review of safety efforts, and staff training.

Inspection of Food Facilities

All food preparation and service areas shall be inspected in accordance with Health and Safety Code 113725-113725.1 and applicable county regulations.

Each school participating in the National School Lunch and/or Breakfast Program shall, during each school year, obtain a minimum of two food safety inspections conducted by the county environmental health agency. (42 USC 1758; 7 CFR 210.13, 220.7)

The superintendent or designee shall retain records from the most recent food safety inspection. All schools shall post a notice indicating that the most recent inspection report is available to any interested person upon request. (Health and Safety Code 113725.1; 42 USC 1758; 7 CFR 210.13, 210.15, 220.7)

Board of Trustees

Approved: TBD

B

Business and Noninstructional Operations

The Board of Trustees intends that school Food Services shall be a self-supporting, nonprofit program. To ensure program quality and increase cost effectiveness, the superintendent or designee shall centralize and direct the purchasing of food and supplies, the planning of menus, and the auditing of all food service accounts for the District.

The superintendent or designee shall ensure that all food service personnel possess the required qualifications and receive ongoing professional development related to the effective management and implementation of the District's Food Service program in accordance with law.

At least once each year, Food Service administrators, other appropriate personnel who conduct or oversee administrative procedures, and other Food Service personnel shall receive training provided by the California Department of Education (CDE). (42 USC 1776)

Meal Sales

Meals may be sold to students, District employees, Board members, and employees or members of the fund or association maintaining the cafeteria. (Education Code 38082)

In addition, meals may be sold to nonstudents, including parents/guardians, volunteers, students' siblings, or other individuals, who are on campus for a legitimate purpose. Any meals served to nonstudents shall not be subsidized by federal or state reimbursements, food service revenues, or U.S. Department of Agriculture (USDA) food.

Meal prices, as recommended by the superintendent or designee and approved by the Board, shall be based on the costs of providing Food Services and consistent with Education Code 38084 and 42 USC 1760.

The superintendent or designee shall establish strategies and procedures for the collection of meal payments, including delinquent meal payments. Such procedures shall conform with 2 CFR 200.426 and any applicable CDE guidance. The superintendent or designee shall clearly communicate these procedures to students and parents/guardians, and shall make this policy and the accompanying administrative regulation available to the public.

The superintendent or designee shall ensure that a student whose parent/guardian has unpaid school meal fees is not overtly identified, shamed, treated differently, or served a meal that differs from the meal served to other students. (Education Code 49557.5)

Students who are enrolled in the free or reduced-price meal program shall receive meals free of charge or at a reduced price in accordance with law, Board policy, and administrative regulation. Such students shall not be overtly identified or treated differently from other students.

Cafeteria Fund

The superintendent or designee shall establish a Cafeteria Fund independent of the District's General Fund.

The wages, salaries, and benefits of Food Service employees shall be paid from the Cafeteria Fund. (Education Code 38103)

The superintendent or designee shall ensure that state and federal funds provided through school meal programs are allocated only for purposes related to the operation or improvement of Food Services and reasonable and necessary indirect program costs as allowed by law.

Procurement of Foods, Equipment and Supplies

To the maximum extent practicable, foods purchased for use in school meals by the District or by any entity purchasing food on its behalf shall be domestic commodities or products. Domestic commodity or product means an agricultural commodity that is produced in the United States and a food product that is processed in the United States substantially using agricultural commodities that are produced in the United States. (42 USC 1760; 7 CFR 210.21)

A nondomestic food product may be purchased for use in the District's Food Service program only as a last resort when the product is not produced or manufactured in the United States in sufficient and reasonable quantities of a satisfactory quality, or when competitive bids reveal the costs of a United States product are significantly higher than the nondomestic product. In such cases, the superintendent or designee shall retain documentation justifying the use of the exception.

Furthermore, the District shall accept a bid or price for an agricultural product grown in California before accepting a bid or price for an agricultural product grown outside the state, if the quality of the California-grown product is comparable and the bid or price does not exceed the lowest bid or price of a product produced outside the state. (Food and Agriculture Code 58595)

Bid solicitations and awards for purchases of equipment, materials, or supplies in support of the District's child nutrition program, or for contracts awarded pursuant to Public Contract Code 2000, shall be consistent with the federal procurement standards in 2 CFR 200.318-200.326. Awards shall be let to the most responsive and responsible party. Price shall be the primary consideration, but not the only determining factor, in making such an award. (Public Contract Code 20111)

Program Monitoring and Evaluation

The superintendent or designee shall present to the Board, at least annually, financial reports regarding revenues and expenditures related to the food service program.

The superintendent or designee shall provide all necessary documentation required for the Administrative Review conducted by the CDE to ensure compliance of the District's Food Service program with federal requirements related to maintenance of the nonprofit school food service account, meal charges, paid lunch equity, revenue from nonprogram goods, indirect costs, and USDA foods.

Legal Reference:

EDUCATION CODE

38080-38086 Cafeteria, establishment and use
38090-38095 Cafeterias, funds and accounts
38100-38103 Cafeterias, allocation of charges
42646 Alternate payroll procedure
45103.5 Contracts for management consulting services; restrictions
49490-49493 School breakfast and lunch programs
49500-49505 School meals
49554 Contract for services
49550-49564.5 Meals for needy students
49580-49581 Food recovery program

FOOD AND AGRICULTURE CODE

58595 Preference for California-grown agricultural products

HEALTH AND SAFETY CODE

113700-114437 California Retail Food Code

PUBLIC CONTRACT CODE

2000-2002 Responsive bidders
20111 Contracts

CODE OF REGULATIONS, TITLE 5

15550-15565 School lunch and breakfast programs

UNITED STATES CODE, TITLE 42

1751-1769j School lunch programs
1771-1791 Child nutrition, including:
1773 School breakfast program

CODE OF FEDERAL REGULATIONS, TITLE 2

200.56 Indirect costs, definition
200.317-200.326 Procurement standards
200.400-200.475 Cost principles
200 Appendix VII Indirect cost proposals

CODE OF FEDERAL REGULATIONS, TITLE 7

210.1-210.31 National School Lunch Program
220.1-220.21 National School Breakfast Program

250.1-250.70 USDA foods

Management Resources:

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

California School Accounting Manual

Food Distribution Program Administrative Manual

Storage and Inventory Management of U.S. Department of Agriculture Foods, NSD

Management Bulletin, FDP-01-2018, January 2018

Unpaid Meal Charges: Local Meal Charge Policies, Clarification on Collection of Delinquent Meal Payments, and Excess Student Account Balances, NSD Management Bulletin, SNP-03-2017, April 2017

Clarification for the Use of Alternate Meals in the National School Lunch and School Breakfast Programs, Bad Debt Policies, and the Handling of Unpaid Meal Charges, NSD Management Bulletin, USDA-SNP-06-2015, May 2015

Cafeteria Funds--Allowable Uses, NSD Management Bulletin, NSD-SNP-07-2013, May 2013

Paid Lunch Equity Requirement, NSD Management Bulletin, USDA-SNP-16-2012, October 2012

Adult and Sibling Meals in the National School Lunch and School Breakfast Programs, NSD Management Bulletin 00-111, July 2000

U.S. DEPARTMENT OF AGRICULTURE PUBLICATIONS

FAQs About School Meals

Unpaid Meal Charges: Guidance and Q&A, SP 23-2017, March 2017

Indirect Costs: Guidance for State Agencies and School Food Authorities SP 60-2016, September 2016

Overcoming the Unpaid Meal Challenge: Proven Strategies from Our Nation's Schools, September 2016

Unpaid Meal Charges: Local Meal Charge Policies, SP 46-2016, July 2016

Compliance with and Enforcement of the Buy American Provision in the National School Lunch Program, SP 24-2016, February 2016

Discretionary Elimination of Reduced Price Charges in the School Meal Programs, SP 17-2014, January 2014

WEB SITES

California Department of Education, Nutrition Services Division: <http://www.cde.ca.gov/ls/nu>

California School Nutrition Association: <http://www.calsna.org>

U.S. Department of Agriculture, Food and Nutrition Service: <http://www.fns.usda.gov/cnd>

Board of Trustees

Approved: January 21, 1999

Revised: TBD

B

Business and Noninstructional Operations

Payments for Meals

With the exception of students who are eligible to receive meals at no cost, students may pay on a per-meal basis or may submit payments in advance. The superintendent or designee shall maintain a system for accurately recording payments received and tracking meals provided to each student.

At the beginning of the school year, and whenever a student enrolls during the school year, parents/guardians shall be notified of the District's meal payment policies and be encouraged to prepay for meals whenever possible. The superintendent or designee shall communicate the District's meal payment policies through multiple methods, including, but not limited to:

1. Explaining the meal charge policy within registration materials provided to parents/guardians at the start of the school year
2. Including the policy in print versions of student handbooks, if provided to parents/guardians annually
3. Providing the policy whenever parents/guardians are notified regarding the application process for free and reduced-price meals, such as in the distribution of applications at the start of the school year
4. Posting the policy on the District's web site
5. Establishing a system to notify parents/guardians when a student's meal payment account has a low or negative balance

In order to avoid potential misuse of a student's Food Service account by someone other than the student in whose name the account has been established, the superintendent or designee shall verify a student's identity when setting up the account and when charging any meal to the account. The superintendent or designee shall investigate any claim that a bill does not belong to a student or is inaccurate, shall not require a student to pay a bill that appears to be the result of identity theft, and shall open a new account with a new account number for a student who appears to be the subject of identity theft.

Any payments made to a student's Food Service account shall, if not used within the school year, be carried over into the next school year or be refunded to the student's parents/guardians.

Unpaid and Delinquent Meal Charges

No later than 10 days after a student's school meal account has reached a negative balance, the superintendent or designee shall so notify the student's parent/guardian. Before sending this notification, the District shall exhaust all options and methods to directly certify the student for

free or reduced-price meals. If the District is not able to directly certify the student, the notice to the parent/guardian shall include a paper copy of, or an electronic link to, an application for free or reduced-price meals and the superintendent or designee shall contact the parent/guardian to encourage submission of the application. (Education Code 49557.5)

The District may attempt to collect unpaid school meal fees from a parent/guardian, but shall not use a debt collector. (Education Code 49557.5)

The superintendent or designee may enter into an agreement with a student's parent/guardian for payment of the student's unpaid meal charge balance over a period of time. As necessary, the repayment plan may allow the unrecovered or delinquent debt to carry over into the next fiscal year.

The District shall not direct any action toward a student to collect unpaid school meal fees. (Education Code 49557.5)

The District's efforts to collect debt shall be consistent with District policies and procedures, California Department of Education (CDE) guidance, and 2 CFR 200.426. The District shall not spend more than the actual debt owed in efforts to recover unpaid meal charges.

The superintendent or designee shall maintain records of the efforts made to collect unpaid meal charges and, if applicable, financial documentation showing when the unpaid meal balance has become an operating loss.

Reimbursement Claims

The superintendent or designee shall maintain records of the number of meals served each day by school site and by category of free, reduced-price, and full-price meals. The superintendent or designee shall submit reimbursement claims for school meals to CDE using the online Child Nutrition Information and Payment System.

Donation of Leftover Food

To minimize waste and reduce food insecurity, the District may provide sharing tables where students and staff may return appropriate unused cafeteria food items to be made available to students during the course of a regular school meal time. If food on the sharing tables is not taken by a student, the school cafeteria may donate the food to a food bank or any other nonprofit charitable organization. (Health and Safety Code 114079)

Food that may be donated includes prepackaged, non potentially hazardous foods with the packaging still intact and in good condition, whole uncut produce, unopened bags of sliced fruit, unopened containers of milk that are immediately stored in a cooling bin maintained at 41 degrees Fahrenheit or below, and perishable prepackaged food if it is placed in a proper temperature-controlled environment. The preparation, safety, and donation of food shall be consistent with Health and Safety Code 113980. (Health and Safety Code 114079)

Cafeteria Fund

All proceeds from food sales and other services offered by the cafeteria shall be deposited in the Cafeteria Fund as provided by law. The income and expenditures of any cafeteria revolving account established by the Board of Trustees shall be recorded as income and expenditures of the Cafeteria Fund. (Education Code 38090, 38091)

The Cafeteria Fund shall be used only for those expenditures authorized by the Board as necessary for the operation of school cafeterias in accordance with Education Code 38100-38103, 2 CFR Part 200 Appendix VII, and the California School Accounting Manual.

Any charges to, or transfers from, a food service program shall be dated and accompanied by a written explanation of the expenditure's purpose and basis. (Education Code 38101)

Indirect costs charged to the Food Service program shall be based on either the District's prior year indirect cost rate or the statewide average approved indirect cost rate for the second prior fiscal year, whichever is less. (Education Code 38101)

Net cash resources in the nonprofit school food service shall not exceed three months average expenditures. (2 CFR 220.14)

U.S. Department of Agriculture Foods

The superintendent or designee shall ensure that food received through the U.S. Department of Agriculture (USDA) are handled, stored, and distributed in facilities which: (7 CFR 250.14)

1. Are sanitary and free from rodent, bird, insect, and other animal infestation
2. Safeguard foods against theft, spoilage, and other loss
3. Maintain foods at proper storage temperatures
4. Store foods off the floor in a manner to allow for adequate ventilation
5. Take other protective measures as may be necessary

The superintendent or designee shall maintain inventories of USDA foods in accordance with 7 CFR 250.59 and CDE procedures, and shall ensure that foods are used before their expiration dates.

USDA donated foods shall be used in school lunches as far as practicable. USDA foods also may be used in other nonprofit food service activities, including, but not limited to, school breakfast or other meals, a la carte foods sold to students, meals served to adults directly involved in the operation and administration of the food service and to other school staff, and training in nutrition, health, food service, or general home economics instruction for students, provided that

any revenues from such activities accrue to the District's nonprofit food service account. (7 CFR 250.59)

Board of Trustees

Approved: TBD

B

Business and Noninstructional Operations

The Board of Trustees recognizes that adequate nutrition is essential to the development, health, and learning of all students. The superintendent or designee shall facilitate and encourage the participation of students from low-income families in the District's food service program.

The District shall provide at least one nutritionally adequate meal each school day, free of charge or at a reduced price, for students whose families meet federal eligibility criteria. (Education Code 49550, 49552)

To provide optimal nutrition and reduce the administrative burden of food service operations, the superintendent or designee shall assess the eligibility of district schools to provide breakfast and/or lunch free of charge to all students at the school under a federally funded universal meal service provision, such as Provision 2 or the Community Eligibility Provision, pursuant to 42 USC 1759a.

If any district school meets the criteria for a "very high poverty school" through its eligibility for the federal Community Eligibility Provision reimbursement rate pursuant to 42 USC 1759a, the district shall apply to the California Department of Education (CDE) to operate a universal meal service, unless the Board adopts a resolution stating that the district is unable to comply with this requirement due to fiscal hardship. The resolution shall be part of the public agenda for at least two consecutive Board meetings, first as an information item and then as an action item. The Board shall reconsider the resolution at least once every four years. (Education Code 49564; 42 USC 1759a)

The superintendent or designee shall ensure that meals provided through the free and reduced-price meals program meet applicable state and/or federal nutritional standards in accordance with law, Board policy, and administrative regulation.

Schools participating in the Special Milk Program pursuant to 42 USC 1772 shall provide milk at no charge to students who meet federal eligibility criteria for free or reduced-price meals.

The Board shall approve, and shall submit to the CDE for approval, a plan that ensures that students eligible to receive free or reduced-price meals and milk are not treated differently from other students. (Education Code 49557)

Confidentiality/Release of Records

All applications and records related to eligibility for the free and reduced-price meal program shall be confidential and may not be released except as provided by law and authorized by the Board or pursuant to a court order. (Education Code 49558)

The Board authorizes designated employees to use individual records pertaining to student eligibility for the free and reduced-price meal program for the following purposes: (Education Code 49558)

1. Disaggregation of academic achievement data
2. Identification of students eligible for services under the federal Elementary and Secondary Education Act pursuant to 20 USC 6301-6576

If a student transfers from the District to another district, charter school, county office of education program, or private school, the superintendent or designee may share the student's meal eligibility information to the other educational agency to assist in the continuation of the student's meal benefits.

The superintendent or designee may release the name and eligibility status of a student participating in the free or reduced-price meal program to another school district, charter school, or county office of education that is serving a student living in the same household for purposes related to program eligibility and data used in local control funding formula calculations. (Education Code 49558)

The superintendent or designee may release the name and eligibility status of a student participating in the free or reduced-price meal program to the superintendent of Public Instruction for purposes of determining allocations under the local control funding formula and for assessing accountability of that funding. (Education Code 49558)

The superintendent or designee may release information on the school lunch program application to the local agency that determines eligibility for participation in the Medi-Cal program if the student has been approved for free meals or, if included in the agreement with the local agency, for reduced-price meals. He/she also may release information on the school lunch application to the local agency that determines eligibility for CalFresh or another nutrition assistance program authorized under 7 CFR 210.1 if the student has been approved for free or reduced-price meals. Information may be released for these purposes only if the student's parent/guardian consents to the sharing of information and the District has entered into a memorandum of understanding with the local agency which, at a minimum, includes the roles and responsibilities of the District and local agency and the process for sharing the information. After sharing information with the local agency for purposes of determining eligibility for that program, no further information shall be shared unless otherwise authorized by law. (Education Code 49557.2, 49557.3, 49558)

Legal Reference:

EDUCATION CODE

48980 Notice at beginning of term

49430-49434 Pupil Nutrition, Health, and Achievement Act of 2001

49490-49494 School breakfast and lunch programs

49500-49505 School meals

49510-49520 Nutrition

49530-49536 Child Nutrition Act of 1974

49547-49548.3 Comprehensive nutrition service

49550-49564.5 Meals for needy students

CODE OF REGULATIONS, TITLE 5

15510 Mandatory meals for needy students
15530-15535 Nutrition education
15550-15565 School lunch and breakfast programs

UNITED STATES CODE, TITLE 20
1232g Federal Educational Rights and Privacy Act
6301-6576 Elementary and Secondary Education Act

UNITED STATES CODE, TITLE 42
1751-1769j School lunch program
1771-1791 Child nutrition, especially:
1773 School breakfast program

CODE OF FEDERAL REGULATIONS, TITLE 7
210.31 National School Lunch Program
220.21 National School Breakfast Program
245.13 Determination of eligibility for free and reduced-price meals and free milk

Management Resources:

CSBA PUBLICATIONS

Monitoring for Success: A Guide for Assessing and Strengthening Student Wellness Policies, 2012

Student Wellness: A Healthy Food and Physical Activity Policy Resource Guide, 2012

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

Direct Certification Implementation Checklist Free and Reduced-Price Meals: Universal Meal Service, Nutrition Services Division Management Bulletin SNP-01-2018, January 2018U.S.

DEPARTMENT OF AGRICULTURE PUBLICATIONS

Eligibility Manual for School Meals: Determining and Verifying Eligibility, July 2015

U.S. DEPARTMENT OF AGRICULTURE PUBLICATIONS (continued)

Provision 2 Guidance: National School Lunch and School Breakfast Programs, Summer 2002

WEB SITES

CSBA: <http://www.csba.org>

California Department of Education, Nutrition Services Division: <http://www.cde.ca.gov/ls/nu>

California Food Policy Advocates: <http://cfpa.net>

California Project LEAN (Leaders Encouraging Activity and Nutrition):

<http://www.californiaprojectlean.org>

U.S. Department of Agriculture, Food and Nutrition Service: <http://www.fns.usda.gov/cnd>

Board of Trustees

Approved: January 21, 1999

Revised: TBD

B

Business and Noninstructional Operations

Applications

The superintendent or designee shall ensure that the District's application form for free and reduced-price meals and related materials include the statements specified in Education Code 49557 and 7 CFR 245.5. The District's application packet shall include the notifications and information listed in Education Code 49557.2.

The application form and related information shall be distributed in paper form to all parents/guardians at the beginning of each school year and shall be available to students at all times during the school day. (Education Code 48980, 49520; 42 USC 1758; 7 CFR 245.5)

In addition, the District application form for free and reduced price meals shall be available online. The online application form shall require completion of only those questions necessary for determining eligibility, contain clear instructions for families that are homeless or migrant, and comply with other requirements specified in Education Code 49557.

An application form and related information shall also be provided whenever a new student is enrolled.

At the beginning of each school year, the superintendent or designee shall send a public release, containing the same information supplied to parents/guardians and including eligibility criteria, to local media, the local unemployment office, and any major employers in the District attendance area contemplating large layoffs. Copies of the public release shall be made available upon request to any interested person. (7 CFR 245.5)

Eligibility

The superintendent or designee shall determine students' eligibility for the free and reduced-price meal program based on the criteria specified in 42 USC 1758 and 1773 and 7 CFR 245.1-245.13 and made available by the California Department of Education.

Participants in the CalFresh, California Work Opportunity and Responsibility to Kids (CalWORKS), and Medi-Cal programs shall be directly certified for enrollment in the free and reduced-price meal program without further application. Participants in other state or federal programs may be directly certified when authorized by law. (Education Code 49561, 49562; 42 USC 1758; 7 CFR 245.6)

Verification of Eligibility

Not later than November 15 of each year, the superintendent or designee shall verify the eligibility of a sample of household applications approved for the school year in accordance with the sample sizes and procedures specified in 42 USC 1758 and 7 CFR 245.6a. (42 USC 1758; 7 CFR 245.6a)

If the review indicates that the initial eligibility determination is correct, the superintendent or designee shall verify the approved household application. If the review indicates that the initial eligibility determination is incorrect, the superintendent or designee shall: (42 USC 1758; 7 CFR 245.6a)

1. If the eligibility status changes from reduced price to free, make the increased benefits immediately available and notify the household of the change in benefits
2. If the eligibility status changes from free to reduced price, first verify the application, then notify the household of the correct eligibility status, and, when required by law, send a notice of adverse action as described below
3. If the eligibility status changes from free or reduced price to paid, send the household a notice of adverse action as described below

If any household is to receive a reduction or termination of benefits as a result of verification activities, or if the household fails to cooperate with verification efforts, the superintendent or designee shall reduce or terminate benefits, as applicable, and shall properly document and retain on file in the District the reasons for ineligibility. He/she also shall send a notice of adverse action to any household that is to receive a reduction or termination of benefits. Such notice shall be provided 10 days prior to the actual reduction or termination of benefits. The notice shall advise the household of: (7 CFR 245.6a)

1. The change and the reasons for the change
2. The right to appeal, when the appeal must be filed to ensure continued benefits while awaiting a hearing and decision, and instructions on how to appeal
3. The right to reapply at any time during the school year

Confidentiality/Release of Records

The superintendent designates the following District employee(s) to use individual records pertaining to student participation in the free and reduced-price meal program for the purpose of disaggregation of academic achievement data and/or the provision of services under the federal Elementary and Secondary Education Act pursuant to 20 USC 6301-6576.

(title or position)

1. In using the records for such purposes, the superintendent or designee shall ensure that: (Education Code 49558)
2. No individual indicators of participation in the free and reduced-price meal program are maintained in the permanent records of any student if not otherwise allowed by law.

3. Information regarding individual student participation in the free and reduced-price meal program is not publicly released.
4. All other confidentiality provisions required by law are met.
5. Information collected regarding individual students certified to participate in the free and reduced-price meal program is destroyed when no longer needed for its intended purpose.

Nondiscrimination Plan

The District's plan for students receiving free or reduced-price meals shall ensure the following: (Education Code 49557; 42 USC 1758)

1. The names of the students shall not be published, posted, or announced in any manner, or used for any purpose other than the National School Lunch and School Breakfast Programs, unless otherwise provided by law.
2. There shall be no overt identification of any of the students by the use of special tokens or tickets or by any other means.
3. The students shall not be required to work for their meals or for milk.
4. The students shall not be required to use a separate dining area, go through a separate serving line or entrance, or consume their meals or milk at a different time.

When more than one lunch, breakfast, or type of milk is offered, the students shall have the same choice of meals or milk as is available to those students who pay the full price. (Education Code 49557; 7 CFR 245.8)

Prices

The maximum price that shall be charged to eligible students for reduced-price meals shall be 40 cents for lunch and 30 cents for breakfast. (42 USC 1758, 1773)

Board of Trustees
Approved: TBD
B

Business and Noninstructional Operations

The Board of Trustees recognizes that child nutrition programs have a positive and direct impact upon children's well-being and achievement. To help students and other children in the community remain well nourished throughout the summer vacation, the District shall sponsor a summer meal program as approved by the California Department of Education (CDE).

The superintendent or designee shall recommend to the Board one or more sites for meal services based on state and federal program criteria and an assessment of family and community needs. When feasible, the superintendent or designee shall involve local governmental agencies, food banks, and/or community organizations in identifying suitable site locations. The site(s) shall be approved by the CDE before meal service is initiated.

The summer meal program may be offered in conjunction with educational enrichment or recreational activities in order to encourage participation in other wellness and learning opportunities.

The superintendent or designee shall develop and coordinate outreach and promotional activities to inform parents/guardians and the community about the availability of the summer meal program and its location(s) and hours.

The superintendent or designee shall maintain accurate records of all meals served and shall ensure the timely submission of reimbursement claims in accordance with state procedures.

The superintendent or designee shall regularly report to the Board regarding program implementation, number of participants at each site, feedback from participating children and their parents/guardians regarding menus and service, and program costs. As needed, the Board shall direct the superintendent or designee to identify program modifications to increase program quality or children's access to meal services.

Legal References:

EDUCATION CODE

49430-49434 Pupil Nutrition, Health, and Achievement Act of 2001

49490-49494 School breakfast and lunch programs

49500-49505 School meals

49510-49520 Nutrition

49530-49536 Child Nutrition Act

49547-49548.3 Comprehensive nutrition services

49550-49562 Meals for needy students

49570 National School Lunch Act

CODE OF REGULATIONS, TITLE 5

15510 Mandatory meals for needy students

15550-15565 School lunch and breakfast programs

UNITED STATES CODE, TITLE 42

1751-1769j School lunch programs, including:

1758b Local wellness policy

1761 Summer Food Service Program and Seamless Summer Feeding Option
1771-1792 Child nutrition, especially:
1773 School breakfast program

CODE OF FEDERAL REGULATIONS, TITLE 7
210.1-210.31 National School Lunch Program
220.1-220.22 National School Breakfast Program
225.1-225.20 Summer Food Service Program

Management Resources:

CSBA PUBLICATIONS

Providing Access to Nutritious Meals During Summer, Policy Brief, June 2010

Monitoring for Success: Student Wellness Policy Implementation Monitoring Report and Guide, 2007

Student Wellness: A Healthy Food and Physical Activity Policy Resource Guide, rev. April 2006

CALIFORNIA DEPARTMENT OF EDUCATION MANAGEMENT BULLETINS

USDA-SFSP-06-2008 Summer Food Service Program Outreach Requirement Clarification, October 2008

U.S. DEPARTMENT OF AGRICULTURE PUBLICATIONS

The Summer Food Service Program: Food That's In When School is Out, 2010, Nutrition Guidance for Sponsors, rev. March 2010

The Summer Food Service Program: Food That's In When School is Out, 2010 Site Supervisor's Guide, rev. January 2010

The Summer Food Service Program: Food That's In When School is Out, 2010 Monitor's Guide, rev. January 2010

U.S. DEPARTMENT OF AGRICULTURE PUBLICATIONS (continued)

The Summer Food Service Program: Food That's In When School is Out, 2010 Administrative Guidance for Sponsors, rev. December 2009

National School Lunch Program's Seamless Summer Option Questions and Answers, 2009

WEB SITES

CSBA: <http://www.csba.org>

California Center for Research on Women and Families, Summer Meal Program Coalition: <http://www.ccrwf.org>

California Department of Education, Nutrition: <http://www.cde.ca.gov/ls/nu>

California Food Policy Advocates: <http://www.cfpa.net>

California School Nutrition Association: <http://www.calsna.org>

Child Nutrition Information and Payment System: <https://www.cnips.ca.gov>

U.S. Department of Agriculture, Food and Nutrition Service: <http://www.fns.usda.gov>

Board of Trustees

Approved: TBD

B

Business and Noninstructional Operations

Site Selection

In identifying locations where summer meals may be provided, the superintendent or designee shall document site eligibility according to the following criteria: (7 CFR 225.2, 225.15)

1. **Open Site:** The site provides meals to all children in the area and is located at a school or nonschool site within the geographical boundaries of a school attendance area where at least 50 percent of the children are eligible for free or reduced-price meals.
2. **Restricted Open Site:** The site initially meets the criteria of an "open site," but the district must restrict or limit participation on a first-come, first-served basis due to security, safety, or control concerns.
3. **Closed Enrolled Site:** The site is open only to enrolled children, as opposed to the community at large, and at least 50 percent of the enrolled children at the site are eligible for free or reduced price school meals, as determined by approval of applications in accordance with 7 CFR 225.15(f).

Whenever the District offers the summer meal program at a site that provides summer school sessions, it shall ensure that the site is open to students enrolled in summer school and to all children residing in the area served by the site. (7 CFR 225.14)

Meal Service

In accordance with the District's agreement with the California Department of Education (CDE), the summer meal program may offer breakfast, morning snack, lunch, afternoon snack, and/or supper. The program may provide up to two meals/snacks per day in any combination, except that lunch and supper shall not be provided by the same site on the same day. Sites that primarily serve children from migrant families may apply to serve up to three meals, or two meals and one snack per day. All meals/snacks shall be provided within the time periods specified in 7 CFR 225.16. (42 USC 1761; 7 CFR 225.16)

Meals provided through the District's summer meal program shall be available at no cost to: (42 USC 1761; 7 CFR 225.2)

1. Children age 18 or younger
2. Persons over age 18 who meet the CDE's definition of having a physical or mental disability and who are participating in a public or nonprofit private school program established for individuals with a disability

Additional Requirements for Seamless Summer Feeding Option

All meals offered through the summer meal program shall meet menu planning requirements for the National School Lunch or Breakfast Program pursuant to 7 CFR 210.10 or 7 CFR 220.8. (42 USC 1761)

Whenever the District operates an open site as defined in the section entitled "Site Selection" above, the superintendent or designee shall advertise the availability of summer meal services to the neighborhood community. A large banner or marquee shall be prominently displayed at each site before and during the meal service. Other outreach strategies may include, but are not limited to, sending a news release to the local media, distributing a flyer to parents/guardians of District students, posting information on the District or school website, and placing posters throughout the community.

At the point of service, on-site staff shall count the number of eligible meals served. Reimbursement claims shall be submitted using the same procedure used during the school year for the National School Lunch or Breakfast Program.

Each year the superintendent or designee shall conduct at least one review of each site to ensure its compliance with meal counting, claiming, menu planning, and food safety requirements. For newly established sites, such reviews shall be conducted within three weeks of the start of operation.

The superintendent or designee shall annually send a notice to the media serving the area from which the District draws its attendance regarding the availability of free meals. (7 CFR 225.15)

In addition, the District and each open site shall:

1. Make program information available to the public upon request
2. Make reasonable efforts to provide information in the appropriate translation concerning the availability and nutritional benefits of the program
3. Display, in a prominent place at the site and in the District office, the nondiscrimination poster developed or approved by the U.S. Department of Agriculture's Food and Nutrition Service
4. Include the nondiscrimination statement and instructions for filing a complaint in the public release and in any program information directed to parents/guardians of participants and potential participants
5. Post signage, such as a banner, marquee, poster, or other large display on the exterior of the building facing the street nearest the entrance of the meal service area at each site, before the meal service begins and throughout the service time

All meals offered through the summer meal program shall meet U.S. Department of Agriculture minimum meal patterns as specified in 7 CFR 225.16 or the meal patterns required for the National School Lunch and Breakfast Programs. (42 USC 1761; 7 CFR 225.16)

The superintendent or designee shall submit to the CDE monthly reimbursement claims based on the number of eligible meals served.

The superintendent or designee shall monitor program operations by conducting site visits prior to opening a new site, during the first week of operation, during the first four weeks of operation, and then at a reasonable level thereafter. (7 CFR 225.15)

The superintendent or designee shall retain all records pertaining to the program for a period of three years after the end of the fiscal year to which they pertain. (7 CFR 225.6, 225.15)

Board of Trustees
Approved: TBD
B

The Board of Trustees recognizes that private industry and the schools have a mutual interest in maximizing student achievement in order to prepare students to be productive citizens and contribute to the economic health of the community. The Board of Trustees shall encourage local business involvement in efforts that support the core mission and goals of the District and promote the academic, social, and physical well-being of students.

The Board of Trustees and the superintendent or designee shall develop strategies to initiate business partnerships and shall communicate with business partners about District needs and priorities. The superintendent or designee may assign District staff to coordinate community/business outreach efforts on behalf of the District and work to ensure equitable distribution of business involvement across all District schools.

Businesses and industry and/or their representatives may support District schools and programs by:

1. Volunteering in the classroom or school, providing special instructional programs or assemblies, and serving as tutors or mentors for individual students
2. Donating funds, products, instructional materials, or services that serve an educational purpose
3. Purchasing advertisements in school-sponsored publications or on school property in accordance with law and Board policy
4. Serving on advisory committees in order to provide business expertise or perspectives
5. Working with District staff to ensure the relevance and rigor of the District's career technical education program and providing work opportunities for students enrolled in these programs
6. Engaging in other activities approved by the superintendent or designee that are designed to increase student learning or support school operations

The Board of Trustees urges employers to further support the schools by recognizing their employees' needs as parents/guardians, accommodating their needs for child care, and supporting their involvement with their children's schools.

The superintendent or designee may publicly acknowledge the support of a business partner in District communications and/or by allowing the use of the business name or logo on donated products or materials, but shall not unduly promote or endorse any commercial activity or products. He/she also may recommend Board commendation to those individuals and/or businesses that have made extraordinary contributions to the District.

The superintendent or designee shall regularly report to the Board regarding the District's progress in establishing and sustaining business partnerships and the ways in which businesses have supported District programs.

RELATIONS BETWEEN PRIVATE INDUSTRY AND THE SCHOOLS 9203.01.01(1700)

Legal Reference:

EDUCATION CODE

8070 Career technical education advisory committee
35160 Authority of governing boards
35160.1 Broad authority of school districts
41030-41037 Gifts and bequests
51760-51769.5 Work experience education
52300-52499.66 Career technical education

UNITED STATES CODE, TITLE 20

2301-2414 Strengthening Career and Technical Education for the 21st Century Act, especially:
2354 Local application for career technical education, business involvement

Management Resources:

CSBA PUBLICATIONS

School-Based Marketing of Foods and Beverages: Policy Implications for School Boards, Policy Brief, March 2006

COUNCIL FOR CORPORATE AND SCHOOL PARTNERSHIPS PUBLICATIONS

A How-To Guide for School-Business Partnerships

NATIONAL ASSOCIATION OF STATE BOARDS OF EDUCATION PUBLICATIONS

Building Business Support for School Health Programs, 1999

WEB SITES

CSBA: <http://www.csba.org>

California Consortium of Education Foundations: <http://www.cceflink.org>

California Department of Education, Parents/Family and
Community: <http://www.cde.ca.gov/ls/pf>

Council for Corporate and School Partnerships: <http://www.corpschoolpartners.org>

National Association of State Boards of Education: <http://www.nasbe.org>

Board of Trustees

Approved: TBD

B

The Board of Trustees recognizes that the business and other noninstructional operations of the District support the educational program by maximizing and prioritizing resources and providing a safe and healthy environment for students and staff. The superintendent or designee shall ensure that the District's business and noninstructional operations are efficient and responsive to the needs of students, parents/guardians, staff, and the community.

The District shall maintain high standards of safety in the operation of facilities, equipment, and services. The superintendent or designee shall establish a risk management program that promotes safety and protects District resources.

In the development of a district budget, the Board of Trustees and the superintendent or designee shall establish a calendar that reflects the full budget cycle and a process that satisfies the requirements of law, including opportunities for public input. The superintendent or designee shall provide fiscal data and prepare a proposed budget document within the budget priorities and parameters set by the Board. The Board shall adopt a budget that is aligned with the District's vision and goals and enables the District to meet its fiscal obligations.

The Board of Trustees expects sound fiscal management from the administration. The superintendent or designee shall administer the adopted budget in accordance with Board policies and accepted business practices.

The Board of Trustees shall monitor financial operations so as to ensure the District's fiscal integrity and accountability to the community. The superintendent or designee shall complete all required financial reports, facilitate the independent audit process, recommend financial plans for meeting program needs,

Legal Reference:

EDUCATION CODE

- 35035 Powers and duties of superintendent
- 35160 Authority of governing boards
- 35160.1 Broad authority of school district
- 35161 Powers and duties of governing boards

Management Resources:

WEB SITES

- CSBA: <http://www.csba.org>
- California Association of School Business Officials: <http://www.casbo.org>
- California Department of Education: <http://www.cde.ca.gov>
- Fiscal Crisis and Management Assistance Team: <http://www.fcmat.org>
- School Services of California: <http://www.sscal.com>

Board of Trustees

Approved: TBD

B

The Board of Trustees recognizes its responsibility to ensure that books, materials, equipment, supplies, and other resources necessary for student participation in the District's educational program are made available to students at no cost.

No student shall be required to pay a fee, deposit, or other charge for participation in an educational activity which constitutes an integral fundamental part of the District's educational program, including curricular and extracurricular activities. (Education Code 49010, 49011; 5 CCR 350)

As necessary, the Board of Trustees may approve fees, deposits, and other charges which are specifically authorized by law. When approving such fees, deposits, or charges, establishing fee schedules, or determining whether waivers or exceptions should be granted, the Board shall consider relevant data, including the socioeconomic conditions of students' families and their ability to pay.

The prohibition against student fees shall not prevent the District from soliciting for donations, conducting fundraising activities, or providing prizes or other recognition for participants in such activities and events. The superintendent or designee shall emphasize that participation of students, parents/guardians, District employees, volunteers, or educational or civic organizations in such activities and events is voluntary. The District shall not offer or award to a student any course credit or privileges related to educational activities in exchange for voluntary donations or participation in fundraising activities by or on behalf of the student. The District also shall not remove or threaten to remove from a student any course credit or privileges related to educational activities, or otherwise discriminate against the student, due to a lack of voluntary donations or participation in fundraising activities by or on behalf of the student.

The superintendent or designee may provide information or professional development opportunities to administrators, teachers, and other personnel regarding permissible fees.

Complaints

A complaint alleging District noncompliance with the prohibition against requiring student fees, deposits, or other charges shall be filed in accordance with the District's procedures in BP/AR 1312.3 - Uniform Complaint Procedures. (Education Code 49013)

If, upon investigation, the District finds merit in the complaint, the superintendent or designee shall recommend and the Board shall adopt an appropriate remedy to be provided to all affected students and parents/guardians in accordance with 5 CCR 4600.

Information related to the prohibition against requiring students to pay fees for participation in an educational activity shall be included in the District's annual notification of uniform complaint procedures to be provided to all students, parents/guardians, employees, and other interested parties pursuant to 5 CCR 4622. (Education Code 49013)

Collection of Debt

The superintendent or designee shall, in accordance with law, recover any debt owed to the District as a result of unpaid permissible student fees approved by the Board of Trustees. However, the District shall not bill a current or former student for accumulated debt, nor take negative action against a student or former student because of such debt, including, but not limited to, any of the following: (Education Code 49014)

1. Denying full credit for any class assignment
2. Denying full and equal participation in any classroom activity
3. Denying access to the library or other on-campus educational facilities
4. Denying or withholding grades or transcripts
5. Denying or withholding a diploma
6. Limiting or barring participation in an extracurricular activity, club, or sport
7. Limiting or excluding the student from participation in an educational activity, field trip, or school ceremony

Legal Reference:

EDUCATION CODE

8239 Preschool and wraparound child care services

8250 Child care and development services for children with disabilities

8263 Child care eligibility

8422 21st Century High School After School Safety and Enrichment for Teens programs

8482.6 After School Education and Safety programs

8760-8774 Outdoor science, conservation, and forestry programs

17453.1 District sale or lease of Internet appliances or personal computers to parents of students

17551 Property fabricated by students

19910-19911 Offenses against libraries

32033 Eye protective devices

32221 Insurance for athletic team member

32390 Fingerprinting program

35330-35332 Excursions and field trips

35335 School camp programs

38080-38086.1 Cafeteria establishment and use

38120 Use of school band equipment on excursions to foreign countries

39801.5 Transportation for adults

39807.5 Payment of transportation costs

39837 Transportation of students to places of summer employment

48050 Residents of adjoining states

48052 Tuition for foreign residents

48904 Liability of parent or guardian

49010-49013 Student fees

49014 Public School Fair Debt Collection Act

49065 Charge for copies

49066 Grades, effect of physical education class apparel

49091.14 Prospectus of school curriculum

49557.5 Unpaid school meal fees

51810-51815 Community service classes
52612 Tuition for adult classes
52613 Nonimmigrant foreign nationals
56504 School records; students with disabilities
60410 Students in classes for adults

GOVERNMENT CODE

6253 Request for copy; fee

CALIFORNIA CONSTITUTION

Article 9, Section 5 Common school system

CODE OF REGULATIONS, TITLE 5

350 Fees not permitted
4600-4687 Uniform complaint procedures

UNITED STATES CODE, TITLE 8

1184 Nonimmigrant students

COURT DECISIONS

Arcadia Unified School District v. State Department of Education (1992) 2 Cal 4th 251
Driving School Assn of CA v. San Mateo Union HSD (1992) 11 Cal. App. 4th 1513
Steffes v. California Interscholastic Federation (1986) 176 Cal. App. 3d 739
Hartzell v. Connell (1984) 35 Cal. 3d 899
CTA v. Glendale School District Board of Education (1980) 109 Cal. App. 3d 738

Management Resources:

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

Pupil Fees, Deposits and Other Charges, Fiscal Management Advisory 17-01, July 28, 2017

WEB SITES

CSBA: <http://www.csba.org>
California Department of Education: <http://www.cde.ca.gov>

Board of Trustees

Approved: TBD

B

Business and Noninstructional Operations

When approved by the Board of Trustees, the superintendent or designee may impose a fee for the following: (5 CCR 350)

1. Insurance for athletic team members, with an exemption providing for the District to pay the cost of the insurance for any team member who is financially unable to pay (Education Code 32221)
2. Insurance for medical or hospital service for students participating in field trips and excursions (Education Code 35331)
3. Expenses of students' participation in a field trip or excursion within the state or to another state, the District of Columbia, or a foreign country, as long as no student is prohibited from making the field trip due to lack of funds (Education Code 35330)
4. Student fingerprinting program, as long as the fee does not exceed the actual costs associated with the program (Education Code 32390)
5. School camp programs in outdoor science education, conservation education, or forestry operated pursuant to Education Code 8760-8774, provided that the fee is not mandatory and no student is denied the opportunity to participate for nonpayment of the fee (Education Code 35335)
6. Reimbursement to the District for the direct cost of materials used by students to fabricate property they will take home for their own possession and use, such as wood shop, art, or sewing projects kept by students (Education Code 17551)
7. Home-to-school transportation and transportation between regular, full-time day schools and regional occupational centers, programs, or classes, as long as the fee does not exceed the statewide average nonsubsidized cost per student, the District provides a waiver based on financial need, and an exemption is made for any student with a disability whose individualized education program includes transportation as a related service necessary to receive a free appropriate public education (Education Code 39807.5)
8. Transportation for students to and from their places of employment in connection with any summer employment program for youth (Education Code 39837)
9. Deposit for school band instruments, music, uniforms, and other regalia which school band members take on excursions to foreign countries (Education Code 38120)
10. Sale or lease of personal computers or of Internet appliances that allow a person to connect to or access the District's educational network, provided that the items are sold or leased to parents/guardians at no more than cost and the District provides network access for families who cannot afford it (Education Code 17453.1)

11. An adult education or secondary school community service class in civic, vocational, literacy, health, homemaking, and technical and general education, not to exceed the cost of maintaining the class (Education Code 51810-51815)
12. Eye safety devices worn in courses or activities involving the use of hazardous substances likely to cause injury to the eyes, when being sold to students and/or teachers or instructors to keep and at a price not to exceed the district's actual costs (Education Code 32033)
13. Actual cost of furnishing copies of any student's records, except that no charge shall be made for furnishing up to two transcripts or two verifications of a former student's records or for reproducing records of a student with a disability when the cost would effectively prevent the parent/guardian from exercising the right to receive the copies (Education Code 49065, 56504)
14. Actual cost of duplication for reproduction of the prospectus of school curriculum or for copies of public records (Education Code 49091.14; Government Code 6253)
15. Food sold at school, subject to free and reduced-price meal program eligibility and other restrictions specified in law (Education Code 38084)
16. In accordance with law, replacement cost or reimbursement for lost or willfully damaged District books, supplies, or property, or for District property loaned to a student that the student fails to return (Education Code 19910-19911, 48904)
17. Tuition for district school attendance by an out-of-state or out-of-country resident (Education Code 48050, 48052, 52613; 8 USC 1184)
18. Adult education books, materials, transportation, and classes, except that no fee may be charged for classes in elementary subjects, classes for which high school credit is granted when taken by a person who does not hold a high school diploma, or classes in English and citizenship (Education Code 39801.5, 52612, 60410)
19. Preschool and child care and development services, in accordance with the fee schedule established by the Superintendent of Public Instruction, unless the family qualifies for subsidized services or the program is exempted from fees by law (Education Code 8239, 8250, 8263)
20. Participation in a before-school or after-school program that is funded as an After School Education and Safety (ASES) program, 21st Century Community Learning Center (21st CCLC), or 21st Century High School After School Safety and Enrichment for Teens program, provided that fees are waived or reduced for families with students who are eligible for free or reduced-price meals and, in regard to ASES and 21st CCLC programs, fees are not charged if the district knows the student is a homeless or foster youth (Education Code 8422, 8482.6)

21. Advanced Placement and International Baccalaureate Diploma examinations for college credits, as long as the examination is not a course requirement and the results have no impact on student grades or credits in the course

Collection of Debt

Before pursuing payment of any debt that has accumulated from unpaid permissible fees, the superintendent or designee shall provide an itemized invoice for any amount owed by the parent/guardian on behalf of a student or former student. The invoice shall reference District policies related to debt collection and the rights established pursuant to Education Code 49014 and 49557.5. For each payment received, the District shall provide a receipt to the parent/guardian. (Education Code 49014)

The superintendent or designee shall not sell debt owed by a parent/guardian of a student or former student. (Education Code 49014)

Board of Trustees

Approved: TBD

B

The Board of Trustees is committed to providing a safe environment for students, staff, and visitors on campus. The superintendent or designee shall consult with local law enforcement and other appropriate individuals and agencies to address the security of school campuses.

Possession of a firearm on or within 1,000 feet of school grounds is prohibited, except under the limited circumstances specified in Penal Code 626.9. School grounds include, but are not limited to, school buildings, fields, storage areas, and parking lots. (Penal Code 626.9)

If a District employee observes or suspects that any unauthorized person is in possession of a firearm on or near school grounds or at a school activity, he/she shall immediately notify the principal or designee and law enforcement.

The prohibition against the possession of firearms on school grounds shall be included in the District's comprehensive safety plan and shall be communicated to District staff, parents/guardians, and the community.

Legal Reference:

EDUCATION CODE

32281 Comprehensive safety plan

38001.5 District security officers; requirements if carry firearm

PENAL CODE

626.9 Gun Free School Zone Act

830.32 District police department; district decision to authorize carrying of firearm

16150 Definition of ammunition

16520 Definition of firearm

26150-26225 Concealed weapons permit

30310 Prohibition against ammunition on school grounds

UNITED STATES CODE, TITLE 18

921 Definitions, firearms and ammunition

922 Firearms, unlawful acts

923 Firearm licensing

UNITED STATES CODE, TITLE 20

7961 Gun-Free Schools Act; student expulsions for possession of firearm

Management Resources:

WEB SITES

Office of the Attorney General: <http://oag.ca.gov/firearms>

Board of Trustees

Approved: TBD

B

The Board of Trustees recognizes that one of its major responsibilities is to provide healthful, safe and adequate facilities that enhance the instructional program. The Board shall endeavor to make the provision of adequate school facilities a priority in the District. Because the schools serve as a focal point for the community, the Board shall also strive to ensure that District facilities fit harmoniously and attractively into their neighborhoods and have flexibility of design to meet future educational and community needs.

The Board of Trustees shall strive to have a school facilities master plan in place and regularly reviewed in light of the District's educational goals. In accordance with this plan, the Board shall:

1. Approve additions or major alterations to existing buildings
2. Determine what new buildings shall be built, when and where, and what equipment shall be purchased for them
3. Determine the method of financing that will be used
4. Select and purchase school sites for future expansion
5. Approve the selection of architects and structural engineers
6. Award contracts for design and construction
7. Name schools and individual buildings
8. Advocate school facility needs to the community

The superintendent or designee shall:

1. Assess the District's short- and long-term facility needs
2. Direct the preparation and updating of the facilities master plan
3. Oversee the preparation of bids and award of contracts
4. Supervise the implementation of the District's building program in accordance with the master plan, Board policy, and state and local requirements, including collaboration with the architect and contractor on the construction of new facilities and modernization of existing facilities
5. Represent the District in official governmental interactions related to the building program

Legal Reference:

EDUCATION CODE

17210-17224 General provisions (school sites)

17260-17268 Plans of schoolhouses

17280-17317 Approval of plans and supervision of construction

17340-17343 Building of schoolhouses

17350-17360 Factory-built school buildings

17365-17374 Fitness of buildings for occupancy; liability of board members

17400-17429 Leasing of school buildings

CODE OF REGULATIONS, TITLE 5

14001 Minimum standards

14010 Procedure for site acquisition

14030 Preliminary procedure, planning and approval of school facilities

14031-14032 Submissions to bureau of school facilities planning; approval

Board of Trustees

Approved: TBD

B

AGREEMENT

This AGREEMENT, dated for reference only, this 6th day of February, 2020, is made and entered into by and between:

ANAHIEM UNION HIGH SCHOOL DISTRICT, a public school district, hereinafter referred to as "DISTRICT."

HEALTHY SMILES FOR KIDS OF ORANGE COUNTY, a California non-profit public benefit corporation, hereinafter referred to as "HEALTHY SMILES."

WITNESSETH

WHEREAS, DISTRICT owns real property at the following location in the City of Anaheim:

Trident Education Center, 1800 W. Ball Road, Anaheim, CA 92804

WHEREAS, in exchange for HEALTHY SMILES investing in upgrades to such property to allow the mutually agreed placement of a mobile dental facility and providing of dental services to DISTRICT students, DISTRICT agrees to waive facility use charges identified in DISTRICT'S Board Policy 9701.01 Community Use of School Facilities (Board Policy 9701.01) for use of such land to locate a mobile dental facility; and,

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES, COVENANTS AND CONDITIONS BELOW, THE PARTIES AGREE AS FOLLOWS:

1. USE OF FACILITIES

- A. DISTRICT shall waive all charges for HEALTHY SMILES' use of the above referenced site subject to all other terms and conditions in Board Policy 9701.01.

The general dates and times of HEALTHY SMILES' use:

Time Period	Weekdays	Weekends
January – December	7:30 am – 5:00 pm	7:30 am – 5:00 pm

Representatives from DISTRICT and HEALTHY SMILES shall meet and mutually agree upon needed location upgrades and related expenses required to operate the mobile dental facility.

Upon receipt of the invoice from DISTRICT, HEALTHY SMILES shall fully pay the DISTRICT for the costs of the needed location upgrades. Upon completion of the upgrades to the premises, DISTRICT and HEALTHY SMILES shall conduct a site inspection for both Parties to insure that the upgrade process has been completed to their mutual satisfaction. Upon completion of the upgrade process, DISTRICT shall continue the day-to-day maintenance of the exterior premises to ensure safety.

2. REIMBURSEMENT FOR COST OF UTILITIES

HEALTHY SMILES agrees to reimburse the DISTRICT for utility costs (gas, electricity, and water) associated with the operating and maintaining the mobile dental facility on the site. DISTRICT shall invoice HEALTHY SMILES on a monthly basis for the cost of utilities and will provide necessary documentation supporting the invoice. HEALTHY SMILES shall remit payment to the DISTRICT within sixty (60) days of its receipt of the invoice.

3. TERM OF AGREEMENT

This Agreement shall commence on the Effective Date, and shall continue for five (5) years unless terminated earlier pursuant to Section 8 below.

4. INDEMNIFICATION

Each party hereto agrees to indemnify, defend and hold harmless the other party, its officers, agents, employees, and representatives from and against all claims, demands and actions in connection with negligent or willful misconduct of the indemnifying party, its officers, agents, employees and representatives in the performance of the Agreement.

5. ENTIRE AGREEMENT

A. This writing constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes all oral or written representations of written agreements which may have been entered into between the parties. No modification or revision shall be of any force or effect, unless the same is in writing and executed by the parties.

B. If any provision of this Agreement shall be held invalid, such invalidity shall not affect the other provisions, and to this extent, the provisions of this Agreement are deemed severable. The parties agree, if reasonably practicable, to mutually draft provision(s) which are equivalent from a substantive point of view to replace any provision which is determined to be invalid.

6. ASSIGNMENT

Neither DISTRICT nor HEALTHY SMILES may assign or transfer this Agreement or any part thereof, without the written consent of the other party.

7. GOVERNING LAW

This Agreement shall be governed by the laws of the State of California, with venue to be Orange County, California.

8. TERMINATION

Either DISTRICT or HEALTHY SMILES may terminate this Agreement, without cause or penalty, upon giving the other party sixty (60) days prior written notice.

9. NOTICES

Notices and communication concerning this Agreement shall be sent to the following addresses:

DISTRICT

Anaheim Union High School District
501 N. Crescent Way
Anaheim, CA 92801
ATTN: Assistant Superintendent, Business

HEALTHY SMILES

Healthy Smiles for Kids of Orange County
2101 E. Fourth Street, Suite A220
Santa Ana, CA 92705

Either party may, by notice to the other party, change the address specified above.

Service of notice or communication shall be complete, if personally served, when received at the designated address, or five (5) days after deposit of said notice or communication in the U.S. mail.

10. AUTHORITY AND EFFECTIVE DATES

A. HEALTHY SMILES and its signatory represent that same is authorized to execute this Agreement on behalf of HEALTHY SMILES and to bind HEALTHY SMILES hereto.

B. DISTRICT and its signatory represent that same is authorized to execute this Agreement on behalf of DISTRICT and to bind DISTRICT hereto.

C. The effective date of this Agreement shall be the latest date of executions set forth opposite the names of the signatories hereto.

(Remainder of page intentionally left blank; signatures on next page)

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates set forth below.

DATE:

ANAHEIM UNION HIGH SCHOOL DISTRICT

By: _____
Jennifer Root, Assistant Superintendent, Business

DATE:

HEALTHY SMILES FOR KIDS OF ORANGE COUNTY

By: _____

Title: Chief Executive Officer

Printed Name: Ria Berger



**MEMORANDUM OF UNDERSTANDING (MOU)
THE OBRIA GROUP, INC. AND PARTNERS**

PREAMBLE: THE OBRIA GROUP, INC. (OBRIA) and participating community implementation partners (Anaheim Union High School District (AUHSD) and Beacon of Light) represent a wide range of agencies and community-based organizations in Orange County. This MOU covers partners in the community that will assist with implementation of a **Health Education Pilot Project** at AUHSD. This MOU details the specific roles and resources that will be provided, and activities that will be undertaken. Since 1981, Obria has provided health care services, health education and pregnancy prevention programs, including rigorously evaluated evidence-based teen pregnancy prevention to at risk youth. Additionally, Obria programs have focused on positive youth development and developing optimal health by building protective factors and avoiding risk through clearly communicating that teen sex is a risk behavior, placing a priority on providing information and practical skills to assist youth in avoiding risk behaviors, and providing cessation support and practical skills for those engaged in sexual risks. Obria will fund and coordinate the implementation of this comprehensive sexual health education project and the collaboration between the agencies that will be in charge of implementing the Pilot Project in AUHSD.

AGREEMENT. This MOU is entered into on December 10, 2019 among the following entities:

The **Obria Group, Inc.** is the leading organization for the Project. Obria and project partners will use *Check the Facts Curriculum* to serve all students involved in the Project. Obria will provide program services to youth ages 10-19 in three different schools and take the program to scale by serving as many youth and families from the target population in each setting as possible. Obria commits to ensure all fiscal and programmatic requirements of the program are adhered to. In addition, Obria will ensure partner relationships are established and commitments are in place within the community to ensure access to youth and families/caregivers in the schools served. Obria will maintain staff levels indicated in the budget in order to provide program services as described for the term of the implementation. Obria will serve the youth enrolled in health classes in the identified school sites and engage in all school, parent and community engagement activities. Obria will also be responsible for overseeing the effective implementation of a project evaluation.

PROJECT PARTNERS. Each of the following partners and implementation sites assures access to and services for students and parents at AUHSD.

The Obria Group Project Partners

Project Partners
<p>Anaheim Union High School District (AUHSD). The AUHSD is the premiere school system in the state of California. The AUHSD has a student population of approximately 31,000, making it one of the largest school districts in the state. The District covers 46 square miles and stretches across the cities of Anaheim, Cypress, Buena Park, La Palma and Stanton. Our students, who speak 49 different languages in their homes, attend 21 campuses, and come to us from five feeder elementary districts. Four of AUHSD campuses have been recognized as Distinguished Schools by the California Department of Education: Lexington Junior High School, Cypress High School,</p>

Western High School, and Oxford Academy. Oxford also earned National Blue Ribbon status from the U.S. Department of Education, while Savanna High School was designated as a National P-21 Exemplar School. AUHSD's mission is as follows: "The Anaheim Union High School District, a partnership of students, parents, staff, and community, will provide each student with a high-quality, well-rounded educational program in a safe and nurturing learning environment that promotes: 1) High academic achievement based on a strong foundation of knowledge and skills; 2) 21st Century learning skills for students to act as problem solvers and critical thinkers; and 3) Readiness for post-secondary education, career options, and civic and social responsibility." AUHSD commits to allow three schools in the Pilot Project: Lexington Junior High, Anaheim High School and South Junior High's Special Day School (SDC). The Project implementation timeline is February 2020 to May 2020 and will serve the students enrolled in the health classes designated by the District.

Beacon of Light (Beacon): Beacon is a 501(c)(3) organization with more than twenty years' experience providing education on positive youth development and risk avoidance education, protective factors and optimal health for vulnerable youth and their families in Orange County. Beacon is highly motivated to serve as a partner to take Obria's programming with *Check the Facts* to scale to provide youth with education on pregnancy prevention, HIV/STD's and California state-compliant topics as well as protective factors, and optimal health. Beacon is the oldest organization in Orange County that provides primary prevention education related to sexual health and is known in the community as such a provider. The executive director of the organization has over 7 years of experience in education and is well connected to several school administrators, teachers, and principals in the county. She is invited to speak about primary prevention to a wide range of community organizations and schools. She also works with different community organizations such as anti-trafficking and mentoring organizations in the area. Beacon commits to deliver Obria's Pilot Project services in three AUHSD's school settings to youth ages 10-19 during the duration of the Project.

PROJECT EXPECTATIONS. OBRIA and partners clearly understand the purpose of the Pilot Project and agree to support Obria in carrying out the following Project expectations:

Expectations for Implementation

- Demonstrate need and demand from the target population.
- Implement *Check the Facts* to reduce teenage pregnancy, behavioral risk factors underlying teenage pregnancy, or associated risks to scale with adolescents in multiple settings.
- Implement *Check the Facts* with quality, fidelity, and the active engagement of youth and families.
- Ensure that program materials used in the Project are medically accurate, age appropriate, culturally and linguistically appropriate, and trauma-informed.
- Provide ongoing professional development for all Project staff and facilitators to ensure high quality implementation and evaluation.
- Conduct process and implementation evaluation to establish Project merit.
- Communicate and disseminate information about the Project to raise awareness with youth, their families, and key stakeholders.
- Plan for sustainability of the Pilot Project beyond the established project timeline.
- Obria will offer this Pilot Project at no cost to the AUHSD. The total cost of the Project is

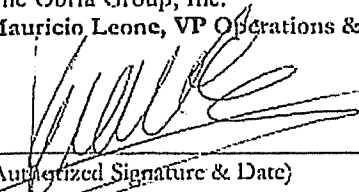


valued at \$92,228.

- This MOU may be modified by mutual consent of authorized officials from Obria and the AUHSD.

We, the undersigned, agree to these stated commitments and assurances:

The Obria Group, Inc.
Mauricio Leone, VP Operations & Grants

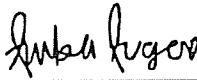
 12-12-19

 (Authorized Signature & Date)

Anaheim Union High School District
Dr. Jaron Fried Assistant Superintendent, Education Division

(Authorized Signature & Date)

Beacon of Light
Amber Auger, Executive Director

 12/12/2019

 (Authorized Signature & Date)

Memorandum of Understanding

I. Purpose of Memorandum of Understanding

It is the purpose of this agreement to delineate the terms, conditions and rules regarding the partnership between Access California Services (hereinafter referred to as "AccessCal") and Anaheim Union High School District (hereinafter referred to as "AUHSD") in which AccessCal will provide mental health services to Middle Eastern, Immigrant, Asylee, Refugee students in the AUHSD.

II. Terms of Agreement

This agreement is effective on January 1, 2020. Mental Health Services will be provided once a week but scheduling will be flexible based on the needs of clients. AccessCal will provide culturally and linguistically competent insured therapists who are associates with the BBS or practicum student working toward MS degree. All counselors are properly supervised by a licensed clinician. All necessary paperwork that ensures the appropriateness and legality of counseling such as intake, assessment, consent and release of authorization forms shall be provided by AccessCal counselors and staff. AccessCal will provide mental health services at no charge to students within the AUHSD.

III. Roles and Responsibilities of AccessCal

AccessCal will provide the following:

1. Ensure youth and families have access and linkage to all services offered by AccessCal. These services may be on a school campus or at the AccessCal site
2. A culturally and linguistically competent insured counselor who will conduct:
 - a. Individual therapy
 - b. Group therapy
 - c. Mental health workshops
3. A culturally and linguistically competent staff member who will conduct:
 - a. Peer to peer mentorship
 - b. Education workshops
 - c. Refugee youth program

IV. Roles and Responsibilities of AUHSD

AUHSD will provide the following:

4. Refer families, as appropriate, to AccessCal personnel and or services offered by the agency. These services may be on a school campus or at the AccessCal site
5. A safe, private space to conduct the counseling sessions
6. An adequate awareness of AccessCal services to staff and parents
7. Ensure compliance of teachers and staff with policies and procedures

V. Terms of Agreement

This agreement is at-will and if it should terminate for any reason, AUHSD and AccessCal must each provide a 30-day notice. This will allow services to be adequately triaged for ongoing support, if needed.

Mental Health Services for Anaheim Union High School District

Memorandum of Understanding

VI. Authorization

The Site Organization and the Program hereby acknowledge by their signatures that they have read, understand and agree to all terms and conditions of this agreement.

Jaron Fried, Ed.D Assistant Superintendent, Education /Date

Signature of AUHSD Assistant Superintendent, Education

Nahla Kaya Li

Executive Director of Access California Services / Date

[Signature] 12/20/2019

Signature Executive Director of Access California Services / Date

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):

6 th	day of	February	2020
-----------------	--------	----------	------

by and between

Why Try, LLC

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:

WhyTry team will provide training for up 50 employees, including curriculum materials to implement the program at all AUHSD school sites.

Site/School:	<u>2020 – Services offered to the district and will cover all school sites</u>	Funds (Cost Center):	Professional Development Funds
--------------	--	----------------------	--------------------------------

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 7, 2020
-------	------------------

and shall diligently perform as specified and complete performance by:

Date:	June 30, 2020
-------	---------------

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 list of trainees.

5. District shall pay Consultant the maximum amount of

\$7000

for services rendered

to # of people:	Up to 50 AUHSD employees	# hours per day:	8.0	# of days:	1
-----------------	--------------------------	------------------	-----	------------	---

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:

Train up to 50 District staff to deliver and implement the Why Try program

- 12. What are the technical reasons Consultant is being hired as an Independent Contractor rather than an employee?

The program is licensed product and exclusive Why Try, LLC

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

Needed to Present:
Facilities for training sessions and access to technology (e.g., power point, internet)

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):			
WhyTry LLC.		Anaheim Union High School District	
Typed Name/Title of Authorized Signatory:		Typed Name of Assistant Superintendent:	
Austin Seegmiller		Jaron Fried	
Authorized Signature:		Signature of Assistant Superintendent:	
X <i>Austin Seegmiller</i>		X	
Street Address:		Street Address:	
5455 N. River Run Dr.		501 Crescent Way, P.O. Box 3520	
City, State, Zip Code		City, State, Zip Code	
Provo, UT 84604		Anaheim, CA 92803-3520	
Date:		Date:	
1-15-2020			

Mark Appropriately:

Independent/Sole Proprietor:	X
Corporation:	
Partnership:	
Other/Specify:	

Social Security Number* or Federal Identification Number*

	45-3668537
--	------------

*Or, initial below:

	I have completed a new IRS Form W-9 that will be submitted directly to AUHSD Accounting.
--	--

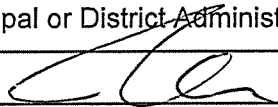
Telephone Number: E-mail Address:

801-705-6151	jake@whytry.org
--------------	-----------------

If a company/corporation is being approved, the signature must be that of a responsible person. Typed company/corporation/individual's name must be identical to that on page 1.

PRINCIPAL/DISTRICT ADMINISTRATOR:

Signature of Principal or District Administrator (sign prior to submitting to District indicating review and approval):

Signature:		Date:	1/29/2020
------------	---	-------	-----------

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE ANAHEIM UNION HIGH SCHOOL DISTRICT
AND AT SOLUTIONS GROUP LLC**

This Memorandum of Understanding (MOU) is made by and between the Anaheim Union High School District (District), a public school district existing under the laws of the State of California, and AT Solutions Group LLC, a California limited liability company (Provider) (each a party, collectively, Parties).

WHEREAS, the District is authorized by Education Code section 49073.1 of the California Education Code to enter into agreements with third parties to provide digital educational software or services, including cloud-based services, for the digital storage, management, and retrieval of pupil records; and

WHEREAS, the District is authorized by Government Code section 53060 to contract with and employ any persons for the furnishing to the district 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, Provider is specially trained and experienced in the development of administrative software applications and desires to pilot digital educational software and services as part of the development of its eKadence software ("Software"); and

WHEREAS, the District has determined the development and implementation of the Software is beneficial to and promotes the provision of educational services to students.

NOW, THEREFORE, the Parties agree as follows:

1. **Collaboration**. The Parties agree to collaborate in the development of the Software as follows:

a. **Provider's Obligations**. Provider will offer no-cost technical assistance in the installation and pilot of the Software, including professional development to teachers and counselors selected to test the Software during the Pilot Period. Provider will receive and incorporate District feedback regarding Software functionality, focusing on integration of 5Cs digital badging as part of the Software and integration with the District's student information system. Provider will identify a point of contact to timely address any defects and/or problems with the Software.

b. **District's Obligations**. The District will test the Software under standard operating conditions during the Pilot Period by identifying teachers and counselors, in its discretion, to receive training from Provider and to use the Software with live data, including integration with the District's student information system. The District will report any defects and/or problems to Provider for review and testing.

2. **License**.

a. **Pilot Period Use License**. Provider grants to District, at no cost to the District, an unlimited, non-exclusive license to access and use the Software during the Pilot Period. District authorizes Provider to access data, including student data, through District use of the Software, subject to state and federal law and the terms of this MOU.

b. **Post Pilot-Period License.** At the expiration of the Pilot Period, the District shall have a perpetual, irrevocable, unlimited user, non-exclusive, right and license to use the Software (including Provider derivatives) and any upgrades, modifications, and revisions thereof, for District purposes at any and all locations where District business may be conducted. For the purposes of this Agreement, "District business" shall include, but not be limited to, use for production, internal development, testing, quality assurance, training and support, and maintenance purposes.

c. District at its sole discretion may make and use a reasonable number of copies of the Software for, but not limited to, District business and for backup, disaster recovery/use and archival purposes.

3. **Term.** This Agreement becomes effective as of the Effective Date. The term of this Agreement will remain in effect for five (5) years from the Effective Date, unless earlier terminated as provided in this Agreement. The Agreement will automatically renew for an additional four 5-year terms, unless the District provides the Provider with written notice of termination prior to the expiration of the then existing term. Notwithstanding the foregoing, the District may terminate the Agreement without cause at any time upon thirty (30) days written notice to Provider.

4. **Intellectual Property.** The Software, Provider's proprietary information, and its associated intellectual property are and shall remain the sole and exclusive property of Provider. Notwithstanding the foregoing, in the event that District develops any enhancements, modifications, improvements, expansions and revisions of or to the Software (collectively, District Modifications), all right, title and interest in and to such District Modifications, as well as related copyright, patent, trade secret, and other related proprietary rights therein, shall rest with District, provided that District agrees that it will only use such District Modifications for District business. District shall have no obligation to make such District Modifications available to Provider, but to the extent that District Modifications are provided to Provider, they will be provided AS IS, WITHOUT WARRANTY OF ANY KIND, AND DISTRICT SPECIFICALLY DISCLAIMS IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

5. **Ownership of Pupil Records.** All pupil records, as defined herein, are and continue to be the property of and under the control of the District. *(EC 49073.1(b)(1))*

6. **Pupil-Generated Content.** Pupils may retain possession and control of their own pupil-generated content, as defined herein, or transfer pupil-generated content to a personal account, by making a request to District Educational Information Technology (EIT), which will notify Provider. Provider will return any requested pupil-generated content within five days after a request is made. *(EC 49073.1(b)(2))*

7. **Use of Pupil Records.** Provider shall not use any information in the pupil records for any purpose other than those required or specifically permitted by this MOU. *(EC 49073.1(b)(3))*

8. **Review of Personally Identifiable Information.** A parent, legal guardian, or eligible pupil may review personally identifiable information in the pupil's records and request to correct erroneous information by notifying District EIT. Provider shall cooperate with District in complying with this mandate. *(EC 49073.1(b)(4))*

9. **Security and Confidentiality of Pupil Records.** Provider agrees to maintain in perpetuity the security and confidentiality of all pupil records in accordance with the same commercially acceptable standards applicable to its own confidential information and shall ensure that the same measures are extended to any subcontractors used by Provider. Provider will designate and train responsible individuals to ensure the security and confidentiality of pupil records. Compliance with this requirement shall not, in itself, absolve the third party of liability in the event of an unauthorized disclosure of pupil records. (EC 49073.1(b)(5); EC 22584(b)(2))

10. **Notification of Unauthorized Disclosure.** Provider shall notify the District in writing of any unauthorized disclosure of pupil records within one business day after the disclosure is discovered. Provider shall cooperate with District in complying with data security breach reporting requirements under California Civil Code Section 1798.29(a). (EC 49073.1(b)(6); EC 22584(b)(4))

11. **Return/Destruction of Pupil Records.** At the conclusion of the Term, unless this MOU is replaced by another agreement, Provider shall return, in a format acceptable to the District, all pupil records to the District. If return of pupil records is not feasible as determined by the District in written notice to Provider, Provider shall take all reasonable efforts to destroy any and all pupil records. (EC 49073.1(b)(7))

12. **Compliance with Law.** Provider shall ensure compliance with all state and federal laws applicable to the implementation of the Agreement, including but limited to, pupil records and student privacy laws, including, without limitation, the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. 1232g), by complying with the provisions of this MOU, as well as applicable Board of Trustees policies. The Parties agree that Provider is obtaining personally identifiable information of students as a "school official" under section 99.31 of FERPA for the purposes of providing services hereunder. (EC 49073.1(b)(8))

13. **Targeted Advertising.** Provider is prohibited from using personally identifiable information in pupil records to engage in targeted advertising. (EC 49073.1(b)(9); EC 22584(b)(1A),(1B),(3))

14. **Definitions.** For purposes of this MOU, the following terms have the following meanings (EC 49073.1(d)):

"Deidentified information" means information that cannot be used to identify an individual pupil.

"Eligible pupil" means a pupil who has reached 18 years of age.

"Pupil-generated content" means materials created by a pupil, including, but not limited to, essays, research reports, portfolios, creative writing, music or other audio files, photographs, and account information that enables ongoing ownership of pupil content.

"Pupil-generated content" does not include pupil responses to a standardized assessment where pupil possession and control would jeopardize the validity and reliability of that assessment.

"Pupil records" means both of the following:

(i) Any information directly related to a pupil that is maintained by the local educational agency.

(ii) Any information acquired directly from the pupil through the use of instructional software or applications assigned to the pupil by a teacher or other local educational agency employee.

"Pupil records" does not mean any of the following:

(i) Deidentified information, including aggregated deidentified information, used by the third party to improve educational products, for adaptive learning purposes, and for customizing pupil learning.

(ii) Deidentified information, including aggregated deidentified information, used to demonstrate the effectiveness of the operator's products in the marketing of those products.

(iii) Deidentified information, including aggregated deidentified information, used for the development and improvement of educational sites, services, or applications.

15. **Termination.** District may at any time for any reason terminate this MOU. Written notice by the District's superintendent shall be sufficient to stop further performance of services by Provider. Upon termination or expiration of this MOU for any reason, Provider agrees to maintain student information and permit District access to such data for a period of 90 days following such termination or expiration.

16. **Independent Contractor.** Provider, in the performance of this MOU, shall be and act as an independent contractor. Provider understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partners, or joint ventures of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Provider shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, workers' compensation, social security and income taxes with respect to Provider's employees.

17. **Assignment.** The obligations of Provider pursuant to this MOU shall not be assigned by Provider.

18. **Fingerprinting of Employees.** Provider shall comply with the provisions of Education Code section 45125.1 regarding the submission of employee fingerprints to the California Department of Justice and the completion of criminal background investigations of its employees if Provider has any significant contact with pupils. Provider shall not permit any employee to have any contact with District pupils until such time as Provider has verified in writing to the governing board of the District that the employee has not been convicted of a felony, as defined in Education Code section 45122.1.

19. **Indemnification.**

a. General Indemnity. To the furthest extent permitted by California law, Provider shall, at its sole expense, defend, indemnify, and hold harmless the District, its

agents, representatives, officers, consultants, employees, trustees, and volunteers (collectively, Indemnified Parties) from any and all demands, losses, liabilities, claims, suits, and actions (collectively, claims) of any kind, nature, and description, including, but not limited to, personal injury, death, property damage, and consultants' and/or attorneys' fees and costs, directly or indirectly arising out of, connected with, or resulting from the performance of the MOU or from any activity, work, or thing done, permitted, or suffered by Provider in conjunction with this MOU, unless the claims are caused wholly by the sole negligence or willful misconduct of the indemnified parties. The District shall have the right to accept or reject any legal representation that Provider proposes to defend the Indemnified Parties.

b. **Intellectual Property Indemnification.** Provider shall indemnify, defend and hold District harmless from any and all actions, proceedings, or claims of any type brought against District alleging that the Software or District's use of the Software constitutes a misappropriation or infringement upon any patent, copyright, trademark, or other proprietary right or violates any trade secret or other contractual right of any Third Party. Provider agrees to defend against, and hold District harmless from, any claims and to pay all litigation costs, all reasonable attorneys' fees, settlement payments and all judgments, damages, costs or expenses awarded or resulting from any claim. District shall, after receiving notice of a claim, advise Provider of it. District's failure to give Provider timely notification of said claim shall not effect Provider's indemnification obligation unless such failure materially prejudices Provider's ability to defend the claim. District reserves the right to employ separate counsel and participate in the defense of any claim at its own expense.

20. **Intellectual Property Warranty.** Provider represents, warrants and agrees that: Provider has, or shall acquire, all intellectual property rights necessary to license the Software to District in accordance with the terms of this Agreement; Provider has secured or shall secure all necessary licenses, consents, and authorizations with respect to the development and license of the Software to the full necessary for this Agreement, including, but not limited to: all Source Code, text, pictures, audio, video, logos and copy contained or to be contained therein; the Software does not and shall not infringe upon any patent, copyright, trademark or other proprietary right or violate any trade secret or other contractual right of any third party; and there is currently no actual or threatened suit against Provider by any third party based on an alleged violation of such right. This warranty shall survive the expiration or termination of this Agreement.

21. **Insurance.** At all times during the Term, Provider shall procure and maintain insurance in the form described on Exhibit A hereto.

22. **Limitation of District Liability.** Notwithstanding any other provision of this MOU, in no event, shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this MOU.

23. **Notice.** Any notice required or permitted to be given under this MOU shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or facsimile transmission, addressed as follows:

District
Anaheim Union High School District

Provider
AT Solutions Group LLC

Attn: Jaron Fried, Ed.D.
501 N. Crescent Way
Anaheim, CA 92801
Phone: (714) 999-3557
Email: fried_ja@auhsd.us

Attn: _____
10170 Kingbird Avenue
Fountain Valley, CA 92708
Phone
Email:

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

24. **Entire Agreement.** This MOU constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written.

25. **Governing Law.** This MOU shall be governed by and the rights, duties, and obligations of the Parties shall be determined and enforced in accordance with, the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in Orange County, California.

26. **Waiver.** The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

27. **Severability.** If any term, condition, or provision of this MOU is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired, or invalidated in any way.

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

29. **Modification of Agreement.** No waiver or modification of this Agreement or of any covenant, condition, or limitation herein contained shall be valid unless in writing and duly executed by both parties.

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

Anaheim Union High School District

AT Solutions Group LLC

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

Anaheim Union High School District

AT Solutions Group LLC

Date: _____

Date: 1/28/19

By: _____

By:  _____

Jaron Fried, Ed.D.

Print Name: Dang Vu

Assistant Superintendent, Educational Services

Its: Managing Partner

INSURANCE REQUIREMENTS

- i) Commercial General Liability Coverage, "occurrence" form only, to include bodily injury and property damage for premises and operations, contractual liability, independent contractors, personal and advertising injury, and wrongful termination with a combined single limit not less than \$1,000,000 per occurrence and an annual general aggregate limit not less than \$2,000,000. The policy shall be endorsed to name the District, its governing boards and commissions and the individuals thereof, and all its officers, agents, employees, representatives and volunteers, as additional insured.
- ii) Workers' Compensation insurance with limits as required by the Labor Code of the State of California and Employers Liability insurance limits of \$1,000,000 per accident.
- iii) Business Automobile Liability Coverage with limits as required by the State of California.
- iv) Professional Liability Coverage with limits of \$1,000,000 per occurrence annual general aggregate limit not less than \$2,000,000
- v) Sexual Abuse/Molestation coverage must be included under General Liability or obtained in a separate policy and identified under "Other" coverage of Certificate of Insurance or by indicating in Description of Operations/Special Provisions that Sexual Abuse/Molestation coverage is not excluded and provide policy exclusion pages. If Sexual Abuse/Molestation coverage is added by Endorsement to the General Liability policy, must provide proof of Endorsement. Such coverage shall be in an amount of not less than \$1,000,000 per occurrence; \$2,000,000 general aggregate.
- vi) An Additional Insured Endorsement is required to accompany Certificate of Insurance, specifically naming Anaheim Union High School District as Additional Insured with respects to the insured's General Liability policy as "Anaheim Union High School District is named as additionally insured. Such insurance as is afforded by this policy shall be primary, and any insurance carried by District shall be excess and noncontributory." The Certificate of Insurance shall provide thirty (30) day prior written notice of cancellation.

APPLICATION FOR STUDENT-INITIATED,
NON-CURRICULUM RELATED ORGANIZATION

School:	Anaheim High School	Date of Application:	11/13/2019
---------	---------------------	----------------------	------------

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:

Anaheim Splash Aquatics

Purpose of the group (Please describe thoroughly):

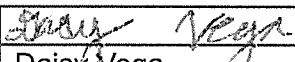
To provide an Athletic program in Aquatics. The programs would be Coed Swim Team during the spring. Boys Water polo in the Fall and Girls Water Polo in the Winter.

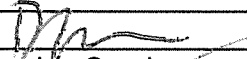
Frequency of group meetings:


Weekly

Proposed meeting day, time and location:

Day:	Monday's	Time:	3:00 p.m.	Location:	Anaheim High School
------	----------	-------	-----------	-----------	---------------------

Applicant's Signature:		Date:	11/13/2019
Printed Name:	Daisy Vega		

Advisor's Signature:		Date:	11/13/2019
Printed Name:	Denise Osorio		

Principal's Signature:		Date:	11/13/19
Printed Name:	Robert Saldivar		

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

Assistant Superintendent's Signature:		Date:	12/18/19
---------------------------------------	---	-------	----------

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:	Cypress High	Date of Application:	8/19/19
----------------	--------------	-----------------------------	---------

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:

Dual Enrollment Club

Purpose of the group (Please describe thoroughly):

To enhance the quality of education by making students aware of college and help them take the next steps toward college readiness.


Frequency of group meetings:

Weekly

Proposed meeting day, time and location:

Day:	Tuesdays	Time:	Lunch	Location:	Room 212
-------------	----------	--------------	-------	------------------	----------

Applicant's Signature:		Date:	8/19/19
Printed Name:	Mitali Jain		

Advisor's Signature:		Date:	8/19/19
Printed Name:	Mike Franks		

Principal's Signature:		Date:	8/20/19
Printed Name:	Daniel Klatzker		

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

Assistant Superintendent's Signature:		Date:	8/30/19
--	---	--------------	---------

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:	Cypress	Date of Application:	8/15/19
---------	---------	----------------------	---------

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:
H.O.P.E Club

Purpose of the group (Please describe thoroughly):
To help other people who are less fortunate through community involvement and volunteering at various organizations that help families and senior citizens.

Frequency of group meetings:
Weekly

Proposed meeting day, time and location:
Day: Fridays Time: Lunch Location: Room 504

Applicant's Signature:		Date:	8/15/19
Printed Name:	Kayleigh Benjho		

Advisor's Signature:		Date:	8/15/19
Printed Name:	Richard Feldman		

Principal's Signature:		Date:	8/16/19
Printed Name:	Daniel Klatzker		

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

Assistant Superintendent's Signature:		Date:	9/20/19
---------------------------------------	--	-------	---------

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

EXHIBIT HH

CLICK AND ENTER DATA IN THE APPROPRIATE AREAS (DOUBLE CLICK SHADED BOXES)

Name of Organization: RALPH (Run, Laugh and Play Hard)	School: Oxford Academy H.S.
--	---------------------------------------

Name(s) of student(s) making application:
Erin Lee (10th grade)

Staff Sponsor(s):
Jenni Jensen

List purposes, objectives, and activities of organization (attach copy of Constitution and By-Laws)
A club to promote a healthy lifestyle and promote exercise for fun and a stress reducer.

Proposed meetings:

Day(s): bi monthly	Time(s): lunch	Location: 300 rm
---------------------------	-----------------------	-------------------------

Special equipment? No Yes – Describe:
Phys. Ed. equipment for certain planned activities

Qualifications for membership, if any:
A genuine interest in promoting a healthy lifestyle through exercise and play

How are officers elected? **Term?**

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:

Standard 3 Phys. Ed. 2 3.1 Participate in a variety of physical activities for personal enjoyment. 3.9 Encourage others to be supportive and inclusive of individuals of all ability levels.

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

To be available at all meetings and activities. To support the student ideas and plans, by providing the equipment.

Will this organization be raising funds for any purpose? No Yes – Describe how funds will be raised and for what purpose:

Annual 5-k during all phys. ed. classes. All funds go to updating equipment and new technology

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

Signature of student making application:	<i>erin lee</i>
Printed name of student making application:	Erin Lee
Signature of faculty sponsor:	Jenni N. Jensen <i>Jenni Jensen</i>
Printed name of faculty sponsor:	Jenni N. Jensen

Faculty sponsor: I have reviewed this application and
 the application is complete the Constitution/By-Laws are attached
 the application is not complete (explain):

Signature of School Principal: *Ron Hoshi* **Date:** 1/7/20
Ron Hoshi

Signature of Assistant Superintendent of Education: *[Signature]* **Date:** 1/29/20

Education Office Use Only:

Board of Trustees action:	<input type="checkbox"/> Approved	<input type="checkbox"/> Denied	Date:
---------------------------	-----------------------------------	---------------------------------	-------

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

17

The Governing Board recognizes the District is primarily responsible for complying with applicable state and federal laws and regulations governing educational programs. The District developed the Uniform Complaint Procedures (UCP) process with policies and procedures adopted by our governing board. The District shall investigate complaints specified in this policy and shall seek to resolve those complaints in accordance with the District's UCP.

The District's UCP shall be used to investigate and resolve the following complaints:

1. Any complaint alleging District violation of applicable state or federal law or regulations governing the following programs and activities:

- Adult Education
- After School Education and Safety
- Agricultural Vocational Education
- American Indian Education Centers and Early Childhood Education Program
- Assessments
- Bilingual Education
- California Peer Assistance and Review Programs for Teachers
- Career Technical and Technical Education; Career Technical; Technical Training
- Career Technical Education
- Child Care and Development
- Child Nutrition
- Compensatory Education
- Consolidated Categorical Aid
- Economic Impact Aid
- English Learner Programs
- Every Student Succeeds Act / No Child Left Behind (Titles I-VII)
- Migrant Education
- Regional Occupational Centers and Programs School
- Safety Plans
- Special Education
- State Preschool
- Tobacco-Use Prevention Education

2. Any complaint alleging unlawful discrimination, harassment, intimidation, or bullying against any protected group as identified under Education Code section 200 and 220 and Government Code section 11135, including those with actual or perceived characteristics such as race or ethnicity, color, ancestry, national origin, immigration status, nationality, ethnic group identification, age, religion, marital or parental status, physical or mental disability, sex, sexual orientation, gender, gender identity or expression, or genetic information, or perceived characteristics as set forth in Penal Code section 422.55 or on the basis of a person's association with a person or group with one or more of these actual or perceived characteristics, in any program or activity conducted by the District or that is funded directly by, or that receives or benefits from any state financial assistance.

3. Any complaint regarding Pupil Fees, Local Control and Accountability Plans (LCAP), Education of Pupils in Foster Care, Pupils who are Homeless, and former Juvenile Court Pupils now enrolled in our school district, Reasonable Accommodations to a Lactating Pupil, Course Periods without Educational Content (grades nine through twelve), and Physical Education Instructional Minutes (grades one through eight). In the case of complaints regarding Course Periods without Educational Content, Reasonable Accommodations to a Lactating Pupil, and Education of Pupils in Foster Care, Pupils who are Homeless, and former Juvenile Court Pupils now enrolled in our school district, the remedy shall go to the affected pupil. In the case of complaints regarding Pupil Fees, Physical Education Instructional Minutes and LCAP, the remedy shall to go all affected pupils and parents/guardians.

4. Any complaint alleging the District's non-compliance with Article 5.5 of Chapter 6 of Part 27 of Division 4 of Title 2 of the Education Code (commencing with Section 49010) regarding pupil fees. Pupil fees complaints shall be filed no later than one year from the date the alleged violation occurred.

A pupil fees complaint may be filed with the principal of a school or our superintendent or his or her designee.

We ensure an attempt shall be made in good faith to engage in reasonable efforts to identify and fully reimburse all pupils, parents, and guardians who paid a pupil fee within one year prior to the filling of the complaint.

5. Pursuant to Education Code section 52075, any complaint alleging that the school district has not complied with the Local Control and Accountability Plan (LCAP) requirements in the Education Code. A complaint may be filed anonymously if the complaint provides evidence or information leading to evidence to support an allegation of noncompliance with the requirements of the Education Code. A complainant not satisfied with the decision of a school district may appeal the decision to the Superintendent and shall receive a written appeal decision within 60 days of the Superintendent's receipt of the appeal.

6. Any other complaint as specified in a district policy.

If the school district finds merit in the complaint or the Superintendent finds merit in an appeal, the school district will provide an appropriate remedy.

ALL COMPLAINANTS ARE PROTECTED FROM RETALIATION. The Board prohibits any form of retaliation against any complainant in the complaint process. ~~Participation in the complaint process shall not in any way affect the status, grades, or work assignments of the complainant.~~

The Board encourages the early, informal resolution of complaints at the site level whenever possible. The Board recognizes that a neutral mediator can often suggest a compromise that is agreeable to all parties in a dispute. In accordance with uniform complaint procedures, whenever the superintendent or designee deems a complaint to be appropriate for mediation, and when all parties to a complaint agree to try resolving the problem through mediation, the Superintendent or designee shall initiate that process. The

Superintendent or designee shall ensure that the results are consistent with state and federal laws and regulations.

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

When an allegation that is not subject to the UCP is included in a UCP complaint, the District shall refer the non-UCP allegation to the appropriate staff or agency and shall investigate and may, if appropriate, resolve the UCP-related allegation(s) through the District's UCP.

Non-UCP Complaints

The following complaints are not subject to the District's UCP but shall be referred to the specified agency:

1. Any complaint alleging child abuse or neglect shall be referred to the County Department of Social Services, the County Protective Services Division, and the appropriate law enforcement agency.
2. Any complaint alleging health and safety violations by a child development program shall, for licensed facilities, be referred to Department of Social Services and shall, for licensing-exempt facilities, be referred to the appropriate Child Development regional administrator.
3. Any complaint alleging fraud shall be referred to the Legal, Audits and Compliance Branch of the California Department of Education.
4. Any complaint alleging employment discrimination or harassment shall be investigated and resolved by the District in accordance with the procedures specified in 6201 – R: Complaints Concerning Discrimination in Employment.

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

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

Legal Reference:

EDUCATION CODE

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

GOVERNMENT CODE

11135	Nondiscrimination in programs or activities funded by state
-------	---

PENAL CODE

422.6	Interference with constitutional right or privilege
-------	---

CODE OF REGULATIONS, TITLE 5

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

UNITED STATES CODE, TITLE 20

- 6301-6577 Title I basic programs
- 6601-6777 Title II preparing and recruiting high quality teachers and principals
- 6801-6871 Title III language instruction for limited English proficient and immigrant students
- 7101-7184 Safe and Drug-Free Schools and Communities Act
- 7201-7283g Title V promoting informed parental choice and innovative programs
- 7301-7372 Title V rural and low-income school programs

Board of Trustees: February 9, 1981

- Reviewed: April 1986
- Revised: March 1993
- Revised: June 1996
- Revised: May 2004
- Revised: September 2007
- Revised: May 2008
- Revised: July 2008
- Revised: March 2013
- Revised: April 2014
- Revised: July 2014
- Revised: June 2018
- Revised: September 12, 2019
- Revised: Pending

p

Compliance Officers

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

Assistant Superintendent, Human Resources
501 Crescent Way / P.O. Box 3520
Anaheim, CA 92803
Phone: 714 999-1512

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

Notifications

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

The notice shall:

1. Identify the person(s), position(s), or unit(s) responsible for receiving complaints.
2. Advise the complainant of any civil law remedies that may be available to him/her under state or federal discrimination laws, if applicable.
3. Advise the complainant of the appeal process pursuant to Education Code sections 262.3 and 49013(c), including the complainant's right to take a complaint directly to the California Department of Education (CDE) or to pursue remedies before civil courts or other public agencies.
4. Include statements that:
 - a. The District is primarily responsible for compliance with state and federal laws and regulations.
 - b. The complaint review shall be completed within 60 calendar days from the date of receipt of the complaint unless the complainant agrees in writing to an extension of the timeline.

- c. An unlawful discrimination, harassment, intimidation or bullying complaint must be filed not later than six months from the date the alleged discrimination harassment, intimidation, or bullying occurs, or six months from the date the complainant first obtains knowledge of the facts of the alleged discrimination, harassment, intimidation, or bullying.
- d. The complainant has a right to appeal the District's decision to the CDE by filing a written appeal within 15 days of receiving the District's decision.
- e. The appeal to the CDE must include a copy of the complaint filed with the District and a copy of the District's decision.
- f. Copies of the District's uniform complaint procedures are available free of charge.
- g. In addition, pursuant to Education Code section 52075, individuals may file a complaint under the district's Uniform Complaint Procedure alleging that the school district has not complied with the Local Control and Accountability Plan (LCAP) requirements in the Education Code. A complaint may be filed anonymously if the complaint provides evidence or information leading to evidence to support an allegation of noncompliance with the requirements of the Education Code. A complainant not satisfied with the decision of a school district may appeal the decision to the Superintendent and shall receive a written appeal decision within 60 days of the Superintendent's receipt of the appeal. If the school district finds merit in the complaint or the Superintendent finds merit in an appeal, the school district will provide a remedy to all affected pupils, parents, and guardians.

Procedures

The following procedures shall be used to address all complaints subject to the District's UCP.

All complaints shall be investigated and resolved within 60 days of the receipt of the complaint. Compliance Officers shall maintain a record of each complaint and subsequent related actions, including all information required for compliance with 5 CCR 4631 and 4633. The Complainant may consent in writing to an extension of the 60-day period.

Complainants and respondents involved in allegations shall be notified, as appropriate, when a complaint is filed, when a complaint meeting or hearing is scheduled, and when a decision or ruling is made.

Step 1: Filing of Complaint

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

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

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

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

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

Step 2: Mediation

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

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

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

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

Step 3: Investigation of Complaint

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

A complainant's refusal to provide the District's investigator with documents or other evidence related to the allegations in the complaint, failure or refusal to cooperate in the investigation, or engagement in any other obstruction of the investigation, may result in the dismissal of the complaint because of a lack of evidence to support the allegation. (5

CCR 4631) This provision shall not apply to anonymous complaints alleging non-compliance with the laws regarding student fees and charges (Education Code section 49010 et seq.) if the complaint provides evidence or information leading to evidence to support an allegation of non-compliance.

District personnel shall provide the investigator with access to records and other information related to the allegation in the complaint and shall not in any way obstruct the investigation. Failure or refusal of district personnel to cooperate in the investigation may result in a finding based on evidence collected that a violation has occurred and in the imposition of a remedy in favor of the complainant. (5 CCR 4631)

Step 4: Response

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

Step 5: Final Written Decision

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

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

1. The findings of fact based on the evidence gathered.
2. The conclusion(s) of law.
3. Disposition of the complaint.

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

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

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

Appeals to the California Department of Education

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

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

1. A copy of the original complaint.
2. A copy of the decision.
3. A summary of the nature and extent of the investigation conducted by the District, if not covered by the decision.

4. A copy of the investigation file including, but not limited to, all notes, interviews, and documents submitted by the parties and gathered by the investigator.
5. A report of any action taken to resolve the complaint.
6. A copy of the District's uniform complaint procedures.
7. Other relevant information requested by the CDE.

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

Civil Law Remedies

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

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

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

Board of Trustees: February 9, 1981

Reviewed: April 1986

Revised: March 1993

Revised: June 1996

Revised: May 2004

Revised: September 2007

Revised: May 2008

Revised: July 2008

Revised: March 2013

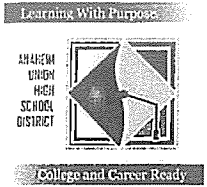
Revised: April 2014

Revised: July 2014

Revised: June 2018

Revised: September 12, 2019

Revised: Pending



Facilities Planning, Design and Construction
 501 Crescent Way ~ P.O. Box 3520
 Anaheim, CA 92803-3520
 Tel: 714.999.3505
 Fax: 714.520.5741

Work Order

Project Name: Anaheim HS Aquatics Center
Project Number: 2018-02

P.O. # M64A0109
DSA # 04-115830

To: *Balfour Beatty*
 10620 Treena St., Suite 300
 San Diego, CA 92131

Work Order #: 031
 Contingency Type: Final Construction Cost- Administrative

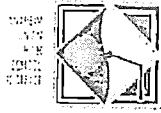
You are directed to make the following changes in the contract. All work shall be performed subject to all the conditions as contained in our Contract above as fully as if same were repeated in this Work Order. This Work Order shall constitute a full and final settlement of any and all claims you have arising out of the revision set forth herein, including claims for impact and delay costs, excluding those identified herein.

Guaranteed Maximum Price (GMP)	\$	12,959,323
Contingencies Outside GMP	\$	1,231,136
Total Project Value	\$	14,190,459
Unused Contingencies Within the GMP	\$	623,702
Unused Contingencies Outside the GMP	\$	658,549
Unused Contingency (w/in GMP) Fee & Markup Credit	\$	34,927
Total Project Savings	\$	1,317,178
New Contract Price	\$	12,873,281

Guaranteed Maximum Price (GMP)	\$	12,959,323
Net Change by Change Orders (outside the GMP)	\$	572,586
Credit for Unused Contingencies (within the GMP)	\$	(623,702)
Unused Contingency Fee & Markup Credit (within the GMP)	\$	(34,927)
	\$	-
Net Change by Change Orders	\$	(86,043)
Revised Contract Value	\$	12,873,281

Not Valid until signed by the Owner.

Facilities Planning, Design and Construction



501 Crescent Way ~ P.O. Box 3520

Facilities Planning, Design and Construction
501 Crescent Way ~ P.O. Box 3520
Anaheim, CA 92803-3520
Tel: 714.999.3505
Fax: 714.520.5741

Contractor agrees to furnish all labor and materials and perform all of the above-described Work in accordance with applicable sections of the Contract Documents. The amount of the charges (if applicable) under the Work Order is limited to \$100,000.00. The adjustment in Contract Sum, if any, an the adjustment in the Contract Time, if any, set out in this Work Order shall constitute the entire compensation and /or adjustment in the Contract Time and Contract Sum due to the Contractor arising out of the change in Work covered by this Work Order unless otherwise provided in this Work Order.

COST:

- Lump Sum N/A Not to Exceed N/A
- Time and Materials. Submit daily time and material equipment documentation on TIME & MATERIAL DAILY EXTRA WORK REPORT forms
- Submit quotations promptly for the work described above. The cost of the work will be determined from the CHANGE ORDER PROPOSAL subject to review, and will be resolved to be mutually agreeable
- In accordance with contract unit prices

TIME:

- No Change Impact unknown at this time Impact to contract completion date is estimated at days
- Will not change completion date but is expected to impact durations of specific CPM activities. (Activity Nos. days)
The contractor will create activities in the Contractor's Detailed Construction Schedule immediately following approval of this Work Order showing the impact of this work.
These activities will be reviewed and approved in accordance with the contractor's weekly and monthly schedule submittals.

	Signature	Date
AUHSD Assistant Superintendent, Business, Jennifer Root		
AUHSD Director of Facilities, Patricia Neely		
Contractor, Balfour Beatty, John Squillace		
Architect, Ruhnu Clarke Architects, Rodger Clarke		
Project Manager, Cumming, Kunal Shah	<i>Kunal Shah</i>	01/27/20
IOR, Knowland Construction, Rob Campbell	<i>Rob Campbell</i>	1-28-20

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

Quantity	Description
1	Bench
2	Bookcase
1	Cart
3	Charging Cart
68	Computer
2	Document Camera
3	File Cabinet
13	Keyboard
16	Monitor
2	Printer
1	Projector
2	Scanner
3	Television

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

Description	Quantity	Publication Date	General Condition	Reason For Disposition	Compliant Y/N
Various Biology					
Biology 5th Edition	1	Outdated	Fair	Obsolete	No To Be Sold
Various Computer					
Keyboarding	1	Outdated	Fair	Obsolete	No To Be Sold
Pacemaker Computer Lit	1	Outdated	Fair	Obsolete	No To Be Sold
Various Dictionary					
Dictionary	3	Outdated	Fair	Obsolete	No To Be Sold
Various English					
English Language Arts	1	Outdated	Fair	Obsolete	No To Be Sold
English Language Arts TE	1	Outdated	Fair	Obsolete	No To Be Sold
English To Use	1	Outdated	Fair	Obsolete	No To Be Sold
Measuring Up	12	Outdated	Fair	Obsolete	No To Be Sold
Various Language					
Language Practice	2	Outdated	Fair	Obsolete	No To Be Sold
Language Readers	1	Outdated	Fair	Obsolete	No To Be Sold
Various Library					
Library Books	3091	Outdated	Fair	Obsolete	No To Be Sold
Various Literature					
American Literature	1	Outdated	Fair	Obsolete	No To Be Sold
Literature	1	Outdated	Fair	Obsolete	No To Be Sold
Various Math					
Integrated Math 2	496	Outdated	Fair	Obsolete	No To Be Sold
Integrated Math 3	217	Outdated	Fair	Obsolete	No To Be Sold
Integrated Math I	178	Outdated	Fair	Obsolete	No To Be Sold
Measuring Up Math	9	Outdated	Fair	Obsolete	No To Be Sold
The Practice of Statistics	1	Outdated	Fair	Obsolete	No To Be Sold
Various Novels					
Novels	32	Outdated	Fair	Obsolete	No To Be Sold
Various Physics					
Physics	2	Outdated	Fair	Obsolete	No To Be Sold
Various Reading					
Wilson Reading System TE	12	Outdated	Fair	Obsolete	No To Be Sold
Various Testing					
CAHSEE Power	7	Outdated	Fair	Obsolete	No To Be Sold

DONATIONS

EXHIBIT MM

February 6, 2020

<u>Location</u>	<u>Donated By</u>	<u>Item</u>
AUHSD Visual and Performing Arts	Bertrand's Music	Yamaha Musical Instruments and Accessories
Anaheim High School	Vern's Plumbing	Basketball Shooting Machine, Athletic Department
Anaheim High School	Anthony Novello Plumbing and Steamfitters	Basketball Shooting Machine, Athletic Department

**ANAHEIM UHSD
PURCHASE ORDER DETAIL REPORT BY VENDOR NAME**

BOARD OF TRUSTEES MEETING 02/06/2020

FROM 01/07/2020 TO 01/27/2020

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
N64R1110	5 STAR STUDENTS LLC	538.75	538.75	0140000910 5810	SO/LCFF-CONCENTRATION/INSTR /
N64T0400	5 STAR STUDENTS LLC	1,902.84	1,152.84 750.00	0138000910 4310 0138000910 5880	BA/LCFF-CONCENTRATION/INSTR / INSTRUCTIONA BA/LCFF-CONCENTRATION/INSTR / OTHER
N64R1046	A ALVARADO PAINTING	1,500.00	1,500.00	0120237081 5610	ANAHEIM/PAINT/MO / REPAIRS/MAINT - O/S
N64T0395	A TOWN AV INC	2,954.97	2,954.97	0134385010 4410	WA/TITLE IV/INSTR / EQUIPMENT -
N64T0396	A TOWN AV INC	1,989.15	1,989.15	0134027010 4410	WA/PHYS ED/INSTR / EQUIPMENT -
N64R1043	ABC CLIO INTERACTIVE	2,800.00	2,800.00	0142000910 5880	OX/LCFF-CONCENTRATION/INSTR / OTHER
N64C0095	AC POWER I INC	6,425.00	6,425.00	0123240081 5610	SA/POOL/MO / REPAIRS/MAINT - O/S SERVICES
N64R1054	AC POWER I INC	1,218.24	1,218.24	0142231081 5610	OXFORD/ELECTRIC/MO / REPAIRS/MAINT - O/S
N64A0240	ALLEN, BRETT	6,500.00	6,500.00	0119283021 5821	SYS/SUPV INST / LEGAL FEES
N64A0244	ANTHEM BLUE CROSS	35,018.75	35,018.75	6900690060 5463	HEALTH AND WELF/ENTERP / INSURANCE -
N64R1065	APEX AUDIO	117.26	117.26	0125381010 4310	KA/ECIA/INSTR / INSTRUCTIONAL MATL & SUPPLI
N64R1105	ASCD CONFERENCE REGISTRATION	5,800.00	5,800.00	0117750110 5210	IS/DISTRICT PD/INSTR / TRAVEL AND CONFERENCE
N64A0242	AUGUSTIN EGELSEE LLP	7,875.00	7,875.00	0119283021 5821	SYS/SUPV INST / LEGAL FEES
N64R1112	AWARDS BY PAUL	58.19	58.19	0172595072 4320	SS/SHORT STAY VISIT PROG FEE / OTHER
N64T0397	B AND H PHOTO VIDEO INC	178.28	178.28	0140002010 4310	SOUTH/BUS ED/INSTR / INSTRUCTIONAL MATL &
N64T0402	B AND H PHOTO VIDEO INC	931.90	931.90	0131361010 4310	BR/ESSA SCH IMPROV FUND (CSI) / INSTRUCTIONAI
N64R1069	BACH COMPANY, THE	667.11	667.11	0120000910 4310	AN/LCFF-CONCENTRATION/INSTR / INSTRUCTIONA
N64R1055	BARNES AND NOBLE	2,308.01	2,308.01	0163452010 4210	EL/BIL TCHR PD-BECOME (BTDP) / BOOKS AND
N64R1072	BARNES AND NOBLE	1,201.15	1,201.15	0117751110 4150	IS/DUAL ENROLLMENT/INSTR / TEXTS - STATE
N64R1114	BARNES AND NOBLE	2,263.49	2,263.49	0117468010 4150	IS/LOITERY/INSTR / TEXTS - STATE ALLOCATION 9.
N64R1086	BOOMERANG PROJECT	5,807.73	5,807.73	0122381010 5210	MA/ECIA/INSTR / TRAVEL AND CONFERENCE
N64R1099	BRIDGEPORT GOLF CARS	4,086.75	2,043.38 2,043.37	0144027010 4410 0144595010 4410	LEX/PHYS ED/INSTR / EQUIPMENT - LEX/SHORT STAY VISIT PROG FEE / EQUIPMENT -



**ANAHEIM UHSD
PURCHASE ORDER DETAIL REPORT BY VENDOR NAME**

BOARD OF TRUSTEES MEETING 02/06/2020

FROM 01/07/2020 TO 01/27/2020

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
N64R1098	BSN SPORTS	8,538.37	8,538.37	0137385010 4310	SY/TITLE IV/INSTR / INSTRUCTIONAL MATL &
N64R1073	CABE	225.00	225.00	0120381010 5210	ANAHEIM/ECIAI/INSTR / TRAVEL AND CONFERENCE
N64R1074	CABE	1,200.00	1,200.00	0120381110 5210	TITLE I - PARENTING / TRAVEL AND CONFERENCE
N64R1075	CABE	90.00	90.00	0101101071 5310	BOARD/ BRD SUPT / DUES AND MEMBERSHIPS
N64R1083	CABE	200.00	200.00	0120381110 5210	TITLE I - PARENTING / TRAVEL AND CONFERENCE
N64R1089	CABE	700.00	700.00	0163379021 5210	TITLE IIIA / LIMITED ENG PROG / TRAVEL AND
N64R1097	CABE	500.00	500.00	0135381010 5210	DALE/ECIAI/INSTR / TRAVEL AND CONFERENCE
N64R1100	CABE	175.00	175.00	0121381110 5210	WESTERN/TITLE I/PARENTING / TRAVEL AND
N64R1101	CABE	350.00	350.00	0121381110 5210	WESTERN/TITLE I/PARENTING / TRAVEL AND
N64R1109	CABE	1,050.00	1,050.00	0125381010 5210	K/A/ECIAI/INSTR / TRAVEL AND CONFERENCE
N64R1120	CABE	215.50	215.50	0132381110 5210	TITLE I - PARENTING / TRAVEL AND CONFERENCE
N64R1121	CABE	400.00	400.00	0168381010 5210	GI/TITLE I/INSTR / TRAVEL AND CONFERENCE
N64R1058	CDW GOVERNMENT INC.	2,290.32	2,290.32	0110230081 4410	MAINTENANCE/MO / EQUIPMENT -
N64T0403	CDW GOVERNMENT INC.	2,153.92	2,153.92	0124381010 4410	LO/TITLE I/INSTRUCTIONAL / EQUIPMENT -
N64R1071	CENGAGE LEARNING	22,587.10	22,587.10	0117751110 4150	IS/DUAL ENROLLMENT/INSTR / TEXTS - STATE
N64R1115	CENGAGE LEARNING	4,218.41	4,218.41	0117751110 4150	IS/DUAL ENROLLMENT/INSTR / TEXTS - STATE
N64R1113	CHENG AND TSUI COMPANY	1,215.03	1,215.03	0116468010 4150	LOTTERY/RESTRICTED/INSTR / TEXTS - STATE
N64R1079	CIF STATE OFFICE	1,542.97	408.98	0123028010 5310	SA/ATHLET/INSTR / DUES AND MEMBERSHIPS
			1,133.99	0123028010 5880	SA/ATHLET/INSTR / OTHER OPERATING EXPENSES
N64S0094	COMPLETE OFFICE OF CA	5,788.33	5,788.33	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
N64R1053	CONTAINER ALLIANCE	7,199.88	7,199.88	0128230081 4410	CY/GENERAL/MO / EQUIPMENT - NON-CAPITALIZE
N64R1091	CROWD FAVORITE PROMOTIONAL	2,764.83	2,764.83	0117909510 4320	ED/SUMMER INTERNSHIP-AIM/INSTR / OTHER
N64S0092	D. HAUPTMAN CO.	5,172.00	5,172.00	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
N64R1045	DEPARTMENT OF INDUSTRIAL RELAT	88,765.99	88,765.99	6800680060 5811	WORKERS COMP/ENTERP / ADMIN FEE - WORKERS

**ANAHEIM UHSD
PURCHASE ORDER DETAIL REPORT BY VENDOR NAME**

BOARD OF TRUSTEES MEETING 02/06/2020

FROM 01/07/2020 TO 01/27/2020

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
N64R1049	DIVISION OF THE STATE ARCHITECT	114,350.00	114,350.00	2637731185 6210	SY/BOND SERIES 2018 - MEAS H / PLANNING - DSA
N64A0239	EIDE BAILLY LLP	10,000.00	10,000.00	0106106072 5810	BUSINESS/GENL ADM / NON-INSTRUCTIONAL PROF
N64R1104	EZ FLEX SPORT MATS	3,290.20	3,290.20	0124385010 4410	LO/TITLE IV/INSTR / EQUIPMENT - NON-CAPITALIZE
N64R1064	FLINN SCIENTIFIC INC	2,045.48	2,045.48	0127000910 4310	KE/LCFF-CONCENTRATION/INSTR / INSTRUCTIONAL
N64R1039	GIANNELLI ELECTRIC INC.	2,211.00	1,105.50	2624731185 6274	LO/BOND SERIES 2018 - MEAS H / CONSTRUCTION -
			1,105.50	2631731185 6274	BR/BOND SERIES 2018 - MEAS H / CONSTRUCTION -
N64R1051	GLASBY MAINTENANCE SUPPLY CO.	716.60	716.60	0142000010 4410	OXFORD/INSTR / EQUIPMENT - NON-CAPITALIZED
N64S0098	GLASBY MAINTENANCE SUPPLY CO.	1,509.02	1,509.02	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
N64R1047	GOPHER SPORTS EQUIPMENT	714.97	714.97	0124385010 4310	LO/TITLE IV/INSTR / INSTRUCTIONAL MATL &
N64R1061	GOPHER SPORTS EQUIPMENT	1,241.07	1,241.07	0132385010 4310	OR/TITLE IV/INSTR / INSTRUCTIONAL MATL &
N64R1063	GOPHER SPORTS EQUIPMENT	2,372.33	2,372.33	0124385010 4310	LO/TITLE IV/INSTR / INSTRUCTIONAL MATL &
N64R1067	GOPHER SPORTS EQUIPMENT	376.16	376.16	0147385010 4310	HOPE/TITLE IV/INSTR / INSTRUCTIONAL MATL &
N64S0091	GORM INC	7,057.77	7,057.77	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
N64C0097	GRAINGER	1,955.74	1,955.74	0111220081 4410	OPERATIONS - GENERAL / EQUIPMENT -
N64R1050	GTSIMULATORS BY GLOBAL TECHNOL	159.03	159.03	0140385010 4310	SO/TITLE IV/INSTR / INSTRUCTIONAL MATL &
N64R1081	HL CORPORATION	860.42	860.42	0144000910 4310	LEX/LCFF-CONCENTRATION/INSTR / INSTRUCTION /
N64R1090	IMAGE APPAREL FOR BUSINESS	967.60	967.60	0117909540 4320	ED/SUMMER INTERNSHIP-AIM/ANCIL / OTHER
N64R1052	J AND A FENCE	14,350.00	14,350.00	0120232081 5610	MAINT-FENCE/MO / REPAIRS/MAINT - O/S SERVICES
N64R1103	JM AND J CONTRACTORS	3,150.00	3,150.00	4120735085 6274	AN/2017 COPS PROJ/AQUATICS / CONSTRUCTION -
N64M0016	KINGS OF CONCRETE, THE	15,425.00	15,425.00	0132230081 5610	OR/GENERAL/MO / REPAIRS/MAINT - O/S SERVICES
N64A0246	KYA SERVICES	22,968.01	22,968.01	2528710185 6274	CY/DEV FEES/ACQ / CONSTRUCTION - OTHER COST
N64R1077	MACKIN LIBRARY MEDIA	449.32	449.32	0124381010 4210	LO/TITLE I/INSTRUCTIONAL / BOOKS AND
N64R1076	MOVER SERVICES INC	2,700.00	2,700.00	2635731185 6274	DA/BOND SERIES 2018 - MEAS H / CONSTRUCTION -
N64R1111	NOORART INC.	2,485.96	2,485.96	0116468010 4150	LOTTERY/RESTRICTED/INSTR / TEXTS - STATE

ANAHEIM UHSD

PURCHASE ORDER DETAIL REPORT BY VENDOR NAME

BOARD OF TRUSTEES MEETING 02/06/2020

FROM 01/07/2020 TO 01/27/2020

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
N64R1078	OCAD ASSOCIATION	1,295.00	1,295.00	0122000910 5880	MA/LCFF-CONCENTRATION/INSTR / OTHER
N64S0095	OFFICE DEPOT	4,563.21	4,563.21	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
N64R1116	OMNIGAMES INC	533.80	533.80	0147000910 4310	HOPE/LCFF-CONCENTRATION/INSTR /
N64R1080	OPTI FIT	11,245.76	11,245.76	0121385010 6490	WE/TITLEIV/INSTR / EQUIPMENT - OTHER
N64R1094	ORANGE COUNTY TRANSIT AUTHORIT	1,200.00	1,200.00	0117909510 4320	ED/SUMMER INTERNSHIP-AIM/INSTR / OTHER
N64R1068	PALOS SPORTS	878.98	878.98	0147385010 4310	HOPE/TITLE IV/INSTR / INSTRUCTIONAL MATL &
N64R1040	PAXTON PATTERSON	1,492.29	1,492.29	0144017010 4310	LEX/INDUS TECH/INSTR / INSTRUCTIONAL MATL &
N64R1059	RAPSA	190.00	190.00	0147361010 5210	HOPE/ESSA SCH IMPROV FUND(CSI) / TRAVEL AND
N64R1028	RIVERSIDE INSIGHTS	232.64	76.77	0124251511 4310	LEARN HDPC S/SE SEP CL/NSEV / INSTRUCTIONAL
			79.10	0124252011 4310	LO/MILD MODERATE/SE SEP CL/NSE /
			76.77	0124257511 4310	EMOTION DISTRB/SE SEP CL/SEV / INSTRUCTIONAL
N64R1107	ROLLING HILLS PUBLISHING	379.16	379.16	0117751110 4150	IS/DUAL ENROLLMENT/INSTR / TEXTS - STATE
N64R1066	S AND S WORLDWIDE DISCOUNT SPO	887.51	887.51	0147385010 4310	HOPE/TITLE IV/INSTR / INSTRUCTIONAL MATL &
N64S0096	SALES AND DISTRIBUTION SERVICE	897.47	897.47	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
N64R1084	SCHOOL SPECIALTY INC	709.43	709.43	0138381010 4310	BALL/ECIA1/INSTR / INSTRUCTIONAL MATL &
N64R1070	SCSBOA	3,235.00	3,235.00	0153385010 5210	SP/TITLE IV, PART A/INSTR / TRAVEL AND
N64T0401	SEHI COMPUTER PRODUCTS INC	383.60	383.60	0125140027 4320	KA/SCH ADM/SCH ADM / OTHER OFFICE/MISC
N64T0404	SEHI COMPUTER PRODUCTS INC	1,094.17	1,094.17	0120393010 4410	ANAHEIM/VEA-2B/INSTR / EQUIPMENT -
N64T0405	SEHI COMPUTER PRODUCTS INC	14,046.30	14,046.30	0132381010 4310	OR/ECIA1/INSTR / INSTRUCTIONAL MATL & SUPPLI
N64T0406	SEHI COMPUTER PRODUCTS INC	2,672.20	2,672.20	0132381010 4410	OR/ECIA1/INSTR / EQUIPMENT - NON-CAPITALIZED
N64T0407	SEHI COMPUTER PRODUCTS INC	3,339.10	3,339.10	0108108077 5210	INFO SYSTEM/DP / TRAVEL AND CONFERENCE
N64R1056	SIGLER INC., RUSSELL	13,662.70	13,662.70	0120235081 4410	ANAHEIM/HVAC/MO / EQUIPMENT -
N64R1048	SOCAL FLOW TESTING	680.00	680.00	2622731185 6240	MA/BOND SERIES 2018 - MEAS H / PRELIMINARY
N64R1106	SOCALGRAD	1,337.48	1,337.48	0142066027 4320	OXFORD/GRAD/ADMIN / OTHER OFFICE/MISC

ANAHEIM UHSD

PURCHASE ORDER DETAIL REPORT BY VENDOR NAME

BOARD OF TRUSTEES MEETING 02/06/2020

FROM 01/07/2020 TO 01/27/2020

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
N64T0398	SOLARWINDS INC.	451.00	451.00	0108108077 5610	INFO SYSTEM/DP / REPAIRS/MAINT - O/S SERVICES
N64R1062	SONRISE ELECTRIC INC	375.00	375.00	0138140027 5610	BALL/SCH ADM/SCH ADM / REPAIRS/MAINT - O/S
N64S0097	SOUTHWEST SCHOOL AND OFFICE SU	2,352.12	2,352.12	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
N64R1044	STRAIGHT UP ABILITIES	900.00	900.00	0132000910 5805	OR/LCFP-CONCENTRATION/INSTR / INSTRUCTIONAL
N64R1102	STYLEBOOKS.COM	905.84	905.84	0117751110 4150	IS/DUAL ENROLLMENT/INSTR / TEXTS - STATE
N64R1082	SWRCB	1,400.00	1,400.00	0113113036 5880	TRANS/REG-ED/TRANSPORTATION / OTHER
N64X0423	SWRCB	5,000.00	5,000.00	2656731185 6222	GOB SERIES 2018 - MEAS H / PLANNING - AGENCY
N64R1057	TIME AND ALARM SYSTEM	501.52	501.52	0110231081 4355	MAINTENANCE/ELEC/MO / MAINTENANCE SUPPLIE
N64R1092	TK BURGERS CATERING INC	860.00	860.00	0134918510 4390	WA/INFLEXION (RRP)/INSTR / MEETING EXPENSE -
N64A0245	TRUMAN ARNOLD COMPANIES	317,625.00	317,625.00	0113113036 4382	TRANS/REG-ED/TRANSPORTATION /
N64T0399	TURNING TECHNOLOGIES	238.42	238.42	0125381010 4310	KA/ECIA1/INSTR / INSTRUCTIONAL MATL & SUPPLI
N64R1087	U S BANK	998.25	998.25	0106106072 5880	BUSINESS/GENL ADM / OTHER OPERATING EXPENS
N64R1042	ULINE	92.34	92.34	0122000510 4310	MA/SPECIAL PROJECTS/INSTR / INSTRUCTIONAL
N64R1041	US GAMES	130.60	130.60	0122000510 4310	MA/SPECIAL PROJECTS/INSTR / INSTRUCTIONAL
N64R1096	WARDS MEDIA TECH	990.22	990.22	0120028040 4410	AN/ATHLET/ANCILLARY / EQUIPMENT -
N64A0243	WHEELS OF FREESTYLE INC.	1,798.00	1,798.00	0172489810 5805	SS/TUPE COHORT M (2018-20) / INSTRUCTIONAL PRC
N64R1093	WORKABILITY 1 REGION I	1,125.00	1,125.00	0119473010 5210	SYS/WORKABILITY/INSTR / TRAVEL AND
N64A0241	YARIJANIAN AND ASSOCIATES	5,200.00	5,200.00	0119283021 5821	SYS/SUPV INST / LEGAL FEES
	Fund 01 Total:	591,896.26			
	Fund 25 Total:	22,968.01			
	Fund 26 Total:	124,941.00			
	Fund 41 Total:	3,150.00			
	Fund 68 Total:	88,765.99			
	Fund 69 Total:	35,018.75			
	Total Amount of Purchase Orders:	866,740.01			

ANAHEIM UHSD

PURCHASE ORDER DETAIL REPORT - CHANGE ORDERS
BOARD OF TRUSTEES

02/06/2020

FRO 01/07/2020 TO 01/27/2020

PO NUMBE	VENDOR	PO TOTAL	CHANGE ACCOUNT AMOUNT	ACCOUNT NUMBER	PSEUDO / OBJECT DESCRIPTION
L64A0066	CSM CONSULTING INC.	70,200.00	+5,000.00	0108108077 5810	INFO SYSTEM/DP / NON-INSTRUCTIONAL PROF
M64X0302	GREATER ANAHEIM SELPA	3,407,571.00	+17,000.00	76 9620	WARRANT PASSTHRU / DUE TO STUDENT GRPS/OTH
N64A0072	ALC SCHOOLS LLC	90,000.00	+30,000.00	0113113036 5620	TRANS/REG-ED/TRANSPORTATION /
N64C0010	CULVER NEWLIN	350,462.39	+5,778.09	2635731185 4410	DA/BOND SERIES 2018 - MEAS H / EQUIPMENT -
N64R0822	A AND V CONTRACTORS INC.	6,588.00	+2,988.00	0120230081 5610	ANAHEIM/GENERAL/MO / REPAIRS/MAINT - O/S
N64S0006	COMPLETE OFFICE OF CA	32,827.98	+10,942.66	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
N64S0088	SCHOOL SPECIALTY INC	210.11	+6.81	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
N64T0390	NEWEGG BUSINESS INC	338.77	+17.67	0147000910 4320	HOPE/LCFE-CONCENTRATION/INSTR / OTHER
N64T0394	SEHI COMPUTER PRODUCTS INC	38,749.76	+274.76	0121000510 4410	WE/SUPT-SPECIAL PROJECTS / EQUIPMENT -
N64X0322	JFK TRANSPORTATION CO INC	66,000.00	+40,000.00	0113113036 5620	TRANS/REG-ED/TRANSPORTATION /
N64X0353	RIDDELL ALL AMERICAN	7,350.00	+350.00	0122028081 5630	MAGNOLIA/ATHLETICS/FIELD SUPP /

Fund 01 Total: 89,579.90
 Fund 26 Total: 5,778.09
 Fund 76 Total: 17,000.00
 Total Amount of Change Orders: 112,357.99

VENDOR CHECK REGISTER
 JANUARY 7, 2020 THROUGH JANUARY 27, 2020

<u>VENDOR NAME</u>	<u>VENDOR ID</u>	<u>OBJECT</u>	<u>AMOUNT</u>	<u>CK#</u>
A AND C URGENT CARE	V6412935	5810	50.00	00161768
A AND V CONTRACTORS INC.	V6410406	5610	6,588.00	00161709
A CABRAL ROOFING GROUP	V6412864	5610	1,800.00	00161444
A U H S D FOOD SERVICE DEPT	V6400023	4390	891.93	00161769
A Z BUS SALES INC.	V6400025	4376	211.65	00161822
		4385	39.09	00161445
			233.10	00161492
			122.67	00161822
AAA ELECTRIC MOTOR SALES	V6400033	4355	46.96	00161412
			178.19	00161643
AARDVARK CLAY AND SUPPLIES INC	V6400035	4310	1,892.44	00161413
		6490	4,191.48	00161823
ABACU MARTINEZ AND PATRICIA CERVANTEZ	V6412756	5880	84.90	00161731
ABC CLIO INTERACTIVE	V6400046	5880	2,800.00	00161493
AC POWER 1 INC	V6413051	5610	1,210.55	00161529
ACOUSTICAL MATERIAL SERVICES	V6400070	4355	330.93	00161494
			99.26	00161644
ACS BILLING SERVICE	V6400072	5530	138.62	00161414
		5580	3,986.26	00161530
ADAFRUIT INDUSTRIES LLC	V6411889	4310	308.00	00161689
ADAMS, CLARE	V6413562	5220	26.85	00161594
ADI	V6400095	4355	2,253.52	00161495
			687.22	00161645
ADVANTAGE WEST INVESTMENT ENTERPRISES INC.	V6412537	4347	1,287.23	00161646
AERIES SOFTWARE INC	V6409157	5810	1,000.00	00161531
		5880	200.00	00161595
AIRSUPPLY TOOLS INC.	V6412933	4375	2,918.55	00161446
			1,467.52	00161496
			1,319.90	00161824
		4376	488.91	00161446
		4385	1,333.01	00161824
ALC SCHOOLS LLC	V6413488	5620	16,412.50	00161770
ALLEN, BRETT	V6413730	5821	6,500.00	00161710
ALONTI CAFE AND CATERING	V6413206	4390	530.18	00161532
ALT REV CASH FUND	V6405194	4310	4,486.96	00161596
		4320	1,276.45	00161596
		4347	72.10	00161596
		4382	83.39	00161596
		4390	1,139.70	00161596
		5310	75.00	00161596
		5880	200.00	00161596
AMERICAN CASUAL	V6407489	4310	645.15	00161825
ANAHEIM ELEMENTARY SCHOOL DISTRICT	V6400254	5100	4,079.47	00161771
ANAHEIM UNION HIGH SCHOOL DIST	V6400267	5454	34,810.36	00161690
APPLE INC	V6400319	4310	812.35	00161447
		4410	4,040.65	00161647
ARMSTRONG, IAN	V6408439	5220	43.50	00161497
ARROW SERVICES INC	V6412839	5580	643.50	00161648
ART SUPPLY WAREHOUSE	V6400350	4310	258.48	00161649
			12.55	00161691

<u>VENDOR NAME</u>	<u>VENDOR ID</u>	<u>OBJECT</u>	<u>AMOUNT</u>	<u>CK#</u>
ARTICULATE GLOBAL INC	V6413709	5880	3,082.75	00161498
ASSOCIATED BUSINESS PRODUCTS	V6400369	5610	259.00	00161826
AT AND T	V6400374	5918	56.33	00161386
			12,035.08	00161773
			12,283.07	00161774
	V6406157	5918	12,292.84	00161385
			12,068.92	00161772
ATKINSON ANDELSON LOYA RUUD	V6400383	5821	1,736.44	00161692
AUDIO VISUAL INNOVATIONS INC	V6408229	4410	3,708.76	00161650
AUGUSTIN EGELSEE LLP	V6407847	5821	7,875.00	00161711
AZEVEDO, VICKY	V6412068	5220	280.18	00161775
B AND H PHOTO VIDEO INC	V6400422	4310	3,913.78	00161712
			18,601.07	00161827
		4410	672.08	00161712
			17,861.39	00161827
B AND K ELECTRIC WHOLESALE	V6400623	4355	113.40	00161651
		9320	279.65	00161713
B AND M LAWN AND GARDEN INC	V6400423	4347	537.52	00161693
			621.23	00161828
		5610	1,108.37	00161415
BACH COMPANY, THE	V6407748	4310	2,549.80	00161416
BARNES AND NOBLE	V6400450	4210	16,344.26	00161448
BEACON DAY SCHOOL	V6409269	5860	27,336.87	00161714
			10,362.87	00161776
BEAN, AMANDA	V6409023	5210	2,054.46	00161597
BILLINGS, JANICE	V6402265	3701	1,816.80	00161777
BIOMETRICS4ALL INC	V6409224	5810	35.25	00161598
BLACK AND DECKER U S INC	V6400533	4355	126.89	00161652
			14.06	00161715
BLESSED TRANSPORTATION AND ASSOCIATES INC.	V6413483	5870	980.00	00161533
			1,120.00	00161778
BLICK ART MATERIALS LLC	V6401357	4310	1,075.35	00161417
			23.94	00161534
		9320	495.65	00161716
BONFIRE INTERACTIVE LTD	V6413207	5880	14,500.00	00161499
BORDERLAN SECURITY	V6412867	6490	134,274.60	00161500
BOYD, LOREES	V6413047	5880	922.20	00161779
BPS SUPPLY GROUP	V6400476	4355	279.26	00161418
BRAINPOP LLC	V6407109	5880	1,895.00	00161717
BREWER, AMANDA	V6412654	5220	73.08	00161501
BSN SPORTS	V6400615	4310	9,957.70	00161419
		4410	4,177.06	00161718
BSN SPORTS LLC	V6412536	4310	583.81	00161420
BUDDY'S ALL STARS INC	V6406311	4310	552.20	00161449
			802.96	00161780
BUSWEST LLC	V6407892	4376	167.94	00161829
		4385	80.39	00161829
CABE	V6400656	5310	90.00	00161781
CALIF. DEPT. OF TAX AND FEE ADMINISTRATION	V6404444	4382	153.69	00161719
			1,135.10	00161720
CALIFORNIA PLUMBING PARTS	V6412567	4355	1,066.14	00161450
CALIFORNIA PURCHASERS HEALTH	V6412514	5210	460.00	00161451
CALIFORNIA RETROFIT INC	V6406910	4355	879.25	00161452
CALLANAN, ALICIA	V6408051	5210	1,088.62	00161653

<u>VENDOR NAME</u>	<u>VENDOR ID</u>	<u>OBJECT</u>	<u>AMOUNT</u>	<u>CK#</u>
CAMERON WELDING SUPPLY	V6400741	4355	130.15	00161453
CANYON AUTO GLASS	V6408005	4370	96.54	00161454
		5610	100.00	00161454
CAROLINA BIOLOGICAL SUPPLY CO.	V6400778	4310	2,373.40	00161455
CATHEDRAL HOME FOR CHILDREN	V6407473	5860	32,237.76	00161782
CEMEX	V6404364	4355	949.67	00161654
CENGAGE LEARNING	V6404723	4210	1,085.58	00161830
		4310	4,972.68	00161502
CENTURY PAVING INC	V6413441	5610	17,514.00	00161599
CERTIFIED ART SUPPLY	V6400850	9320	553.32	00161456
CERTIPORT	V6410383	5880	3,640.00	00161655
CHILD SHUTTLE	V6406415	5870	520.00	00161600
CHRISTIAN BUILDING MATERIALS	V6400919	4355	490.21	00161457
			119.58	00161694
			304.91	00161831
CHROMEBOOKPARTS.COM	V6413676	4310	131.84	00161458
CIF STATE OFFICE	V6412731	5310	408.98	00161732
		5880	1,133.99	00161732
CINNAMON HILLS YOUTH CRISIS CTR	V6407425	5860	14,277.42	00161783
			14,949.97	00161832
CISCO'S SHOP INC.	V6411971	4355	232.16	00161656
CITY AUTO TOP	V6400953	4370	161.62	00161833
		5610	250.00	00161833
CITY OF ANAHEIM	V6400957	5520	195,037.94	00161459
			47,037.28	00161733
		5530	26,948.49	00161459
			7,937.16	00161733
		5580	31,284.75	00161459
			8,320.89	00161733
CITY OF BUENA PARK	V6400958	5530	5,339.52	00161695
		5580	541.45	00161695
COLON, TAMARA ELIZABETH	V6412357	5810	450.00	00161601
COMPREHENSIVE DRUG TESTING INC.	V6410899	5810	175.00	00161602
COOKE, MARYJO	V6407036	5210	1,788.82	00161657
		5220	409.19	00161784
COSCO FIRE PROTECTION INC	V6412879	5610	1,320.00	00161460
CSM CONSULTING INC.	V6409922	5810	6,900.00	00161503
CSPCA	V6409770	5310	1,200.00	00161603
CUE INC.	V6409411	5210	1,236.00	00161504
CVT RECYCLING	V6407455	5580	68.25	00161658
DAIGNAULT, KARIN	V6402510	5220	11.31	00161785
DAVE BANG ASSOCIATES INC	V6401265	4410	565.52	00161786
DECKER INC	V6401302	4320	452.23	00161461
DEL SOL SCHOOL	V6411308	5860	7,501.00	00161787
DOMINGUES, SCOTT	V6408405	5210	488.60	00161659
DOROSKY, DAVID	V6407948	4390	319.29	00161505
DUCA, JASON	V6407065	5220	65.77	00161604
DUNN EDWARDS PAINTS	V6401448	4355	338.77	00161462
ECONOMY RENTALS INC	V6401478	5620	447.93	00161463
			1,229.27	00161696
EIDIM AV TECHNOLOGY	V6413281	4310	1,197.27	00161605
EMC SCHOOL	V6413497	4150	704.73	00161464

	<u>VENDOR NAME</u>	<u>VENDOR ID</u>	<u>OBJECT</u>	<u>AMOUNT</u>	<u>CK#</u>
ENCORP		V6409154	5610	4,051.00	00161506
			5810	1,082.00	00161506
				33,988.00	00161734
EVOQUA WATER TECHNOLOGIES LLC.		V6408457	5610	510.16	00161465
				462.52	00161697
EWING IRRIGATION PRODUCTS		V6401634	4355	1,337.59	00161466
EXPO PROPANE		V6412144	5810	409.76	00161467
				49.21	00161535
FARANDA, TOM		V6408626	5220	67.51	00161536
FARMAN, JUANA		V6406999	5220	98.54	00161468
FARMERS AND MERCHANTS BANK		V6412156	5880	9,638.77	00161507
FEDEX		V6401675	5610	116.60	00161421
FELIX, STEPHANIE		V6412478	5220	135.46	00161387
				71.96	00161469
FENN TERMITE AND PEST CONTROL		V6401679	5610	1,246.00	00161538
FERGUSON ENTERPRISES INC		V6409823	4355	2,916.51	00161422
				231.44	00161698
				1,034.18	00161788
			4410	8,208.42	00161422
FERRELLGAS LP		V6411875	5810	6,029.81	00161423
				5,767.78	00161539
				12,962.46	00161834
FINNAMEX LANDSCAPE		V6413025	5610	2,699.42	00161540
FIRST BOOK		V6412481	4210	71.95	00161541
FIVE STAR RUBBER STAMP INC		V6405116	4310	120.20	00161542
			4320	74.31	00161424
				1,058.76	00161542
FLEET SERVICES INC		V6405625	4347	309.15	00161543
			4370	572.59	00161543
			4376	993.44	00161543
			4385	832.54	00161543
			5610	5,108.75	00161543
FOLLETT SCHOOL SOLUTIONS INC.		V6411526	5880	199.99	00161544
FREESTYLE PHOTOGRAPHIC SUPPLIES		V6401761	4310	1,155.98	00161835
FROG ENVIRONMENTAL INC.		V6407428	5610	1,709.00	00161721
FUJIMOTO, DIANA		V6401342	5220	19.14	00161388
				30.74	00161836
GANAHL LUMBER CO		V6401804	4355	1,098.71	00161425
				2,102.82	00161545
				272.37	00161699
				224.00	00161789
GARDENA VALLEY NEWS		V6401808	4310	724.83	00161470
GAS COMPANY, THE		V6404372	5510	2,220.28	00161546
				63,942.06	00161700
			7439	14,123.88	00161700
GATEWAY URGENT CARE CENTER		V6407482	5810	265.00	00161547
				340.00	00161762
GENERAL INDUSTRIAL TOOL AND SUPPLY		V6401833	9320	993.46	00161548
GENESIS TECHNOLOGIES INC		V6401837	5880	38,550.00	00161701
GIANNELLI ELECTRIC INC.		V6401857	5610	1,368.00	00161549
GILBERT SOUTH ASB		V6407543	5880	160.00	00161550
GILMAN, GARY R.		V6410259	5810	720.00	00161426
GLASBY MAINTENANCE SUPPLY CO.		V6401863	4347	2,480.21	00161551
GLENN, JERRY		V6402322	3701	1,212.00	00161552

<u>VENDOR NAME</u>	<u>VENDOR ID</u>	<u>OBJECT</u>	<u>AMOUNT</u>	<u>CK#</u>
GOLDEN STATE WATER COMPANY	V6408018	5530	34.38	00161553
			10,519.53	00161763
			34.38	00161837
GONZALEZ, LAURA	V6410576	5220	74.53	00161554
GOPHER SPORTS EQUIPMENT	V6401902	4310	22,261.07	00161606
GOVERNMENT FINANCIAL STRATEGIES	V6401906	5880	6,241.71	00161607
GRAINGER	V6404982	4355	444.18	00161427
			1,712.79	00161608
			1,267.63	00161790
		4376	205.51	00161608
GRAVES, STEVE	V6406792	5210	1,079.93	00161791
GREATER ANAHEIM SELPA	V6401927	5805	11,766.62	00161508
			25,405.85	00161660
		8311	153,402.10	00161428
GREENS DISCOUNT GLASS AND SCREEN	V6409591	4355	1,497.70	00161609
			195.75	00161764
GTSIMULATORS BY GLOBAL TECHNOLOGIES	V6413707	4310	1,101.29	00161610
GUITAR CENTER PROFESSIONAL	V6401958	4310	1,605.48	00161611
GUPTON, JACK	V6411080	4310	1,323.11	00161792
H AND H AUTO PARTS WHOLESAL	V6401967	4385	1,853.85	00161612
HALL, CANDICE	V6413728	5220	18.85	00161702
HARDAWAY, HOWARD AND MELISSA	V6411288	5880	394.61	00161613
			75.74	00161838
HATCHER, PATTY	V6408994	5210	200.05	00161389
		5220	46.34	00161471
			15.30	00161839
HAULAWAY STORAGE CONTAINERS INC.	V6410468	5620	767.20	00161614
HERNANDEZ, CARLOS	V6400767	5210	5.00	00161390
HERNANDEZ, SARAH	V6413723	5210	432.67	00161391
HOME DEPOT CREDIT SERVICES	V6405234	4347	53.50	00161616
			301.55	00161704
		4355	3,429.74	00161616
			4,387.05	00161704
		4375	61.57	00161616
HOOS, SHANNON	V6409552	5210	511.48	00161392
HORIZON	V6408259	4347	2,074.68	00161617
HOWARD INDUSTRIES	V6402088	4355	1,410.38	00161618
ICS SERVICE CO.	V6406452	5610	61.12	00161429
IDENTICARD SYSTEMS INC	V6402126	4355	9,054.78	00161840
IDENTICARD SYSTEMS WORLDWIDE INC	V6409335	4320	398.68	00161841
IDMS INC.	V6408116	4320	194.14	00161430
ILLUMINATION INSTITUTE	V6412987	5805	24,000.00	00161842
IMAGE APPAREL FOR BUSINESS	V6402628	4345	158.52	00161431
INLAND TOP SOIL MIXES INC.	V6402153	4347	2,020.31	00161555
INTERACTIVE HEALTH TECHNOLOGIES INC	V6413583	4310	8,276.72	00161722
J MILLER CANVAS	V6410107	5610	3,137.63	00161432
J.W. PEPPER AND SON INC.	V6402214	4310	117.55	00161843
JABBAR, ALKAMALEE	V6411490	5220	113.04	00161793

<u>VENDOR NAME</u>	<u>VENDOR ID</u>	<u>OBJECT</u>	<u>AMOUNT</u>	<u>CK#</u>
JACKSONS A S BREA F M P	V6406346	4347	89.39	00161509
			369.48	00161794
		4370	154.43	00161509
			11.02	00161661
		4375	19.33	00161509
		4376	128.22	00161509
		4385	500.39	00161509
			128.29	00161661
JACOBS, LAURA	V6412203	5210	540.88	00161795
JFK TRANSPORTATION CO INC	V6413170	5620	13,456.25	00161662
			3,676.00	00161796
JHM SUPPLY INC.	V6411647	4355	2,630.35	00161433
			3,804.76	00161797
JM AND J CONTRACTORS	V6410460	5610	13,400.00	00161434
JOHNSON CONTROLS	V6406981	4355	1,963.37	00161663
JUNIOR LIBRARY GUILD	V6402477	4210	1,453.98	00161435
KATELLA HIGH SCHOOL	V6402515	5810	7,030.00	00161472
KAYCKJIAN, KAREN	V6413729	5210	225.00	00161705
KELLY, STEPHEN	V6407306	5210	479.00	00161393
KENNEDY HIGH SCHOOL	V6402571	5810	2,316.00	00161436
KING, DON JAY	V6408028	5210	37.30	00161394
KNOWLAND CONSTRUCTION SERVICES LLC	V6409073	5810	255.00	00161556
KRAUS, STEVE	V6410557	4390	290.49	00161437
KUSTOM IMPRINTS	V6408734	4310	722.96	00161473
			276.18	00161723
LARSON, CATHY	V6410210	5210	479.00	00161395
LE, CAITLIN	V6411725	5220	22.62	00161557
LETTER PERFECT SIGNS	V6402726	4355	1,081.17	00161474
LEXINGTON JUNIOR HIGH SCHOOL	V6402729	4390	1,490.00	00161438
LIZARRAGA MIRALDA, RAQUEL	V6413314	5220	74.94	00161844
LOARA ASB	V6402803	5810	3,942.00	00161439
LOS ANGELES FREIGHTLINER INC	V6402833	4376	321.08	00161475
			183.34	00161664
		4385	107.03	00161475
LRP PUBLICATIONS	V6402849	4310	16,040.00	00161665
LUCYS LAUNDRY ANAHEIM	V6412017	5560	626.39	00161765
LUNDQUIST, KATHY	V6402536	5220	29.58	00161558
MAGNOLIA HIGH SCHOOL	V6402920	5810	3,372.00	00161510
MARDAN CENTER OF EDUCATION	V6402945	5860	2,926.89	00161724
			2,518.05	00161798
MATSUDA, MICHAEL	V6403107	5210	663.56	00161559
MC FADDEN DALE HARDWARE CO	V6403056	4355	1,031.14	00161476
			239.89	00161799
MERMILLIOD, MAGGIE	V6411601	5210	479.00	00161396
MICHELOTTI, RON	V6404003	5210	288.38	00161397
MIGUEL, NUBIA	V6413585	5220	30.44	00161398
MIKE ELAM CONSTRUCTION	V6412866	4355	1,517.07	00161666
		5610	3,895.00	00161666
MISSION LINEN SUPPLY	V6411115	4388	482.75	00161667
MONROE, VIRGINIA LEE	V6413561	5220	41.40	00161800
MONTENEGRO, ROBERT	V6403968	3701	3,987.00	00161801
MORSCO SUPPLY LLC	V6412910	4355	1,955.24	00161477
MOTCH, ERIC	V6401595	5210	479.00	00161399
MOUSA, LINA	V6410403	5210	2,133.15	00161560

<u>VENDOR NAME</u>	<u>VENDOR ID</u>	<u>OBJECT</u>	<u>AMOUNT</u>	<u>CK#</u>
MOYNIHAN, CHASE	V6413722	5210	436.00	00161400
N2Y LLC	V6405551	4310	290.08	00161725
NAOMY X MACHADO CECENA	V6412688	5810	840.00	00161726
NATIONAL CINEMEDIA LLC	V6413306	5880	4,631.00	00161668
NAVARRO, MONICA	V6412545	5220	38.86	00161401
			51.97	00161727
NEWEGG BUSINESS INC	V6412716	4320	137.42	00161728
NGUYEN HUYNH, MONIQUE	V6413191	5220	76.13	00161402
NGUYEN, CHINH	V6412608	5220	16.24	00161403
NORBERTS ATHLETIC PRODUCTS INC	V6412400	6490	8,409.89	00161511
NUMAINVILLE, JEFF	V6407833	5210	696.99	00161404
OCDE	V6403452	5210	2,125.00	00161512
		7141	73,960.00	00161735
OFFICE DEPOT	V6403421	4320	584.63	00161562
OLIVE CREST ACADEMY	V6410765	5860	21,638.23	00161803
O'NEAL, BRIAN	V6406725	5220	120.64	00161802
ORANGE COUNTY FIRE PROTECTION	V6403457	5610	271.52	00161563
ORANGE COUNTY PUBLIC SAFETY	V6411157	5810	435.00	00161513
ORANGE COUNTY TRANSIT AUTHORITY	V6406414	4320	1,176.00	00161804
O'REILLY AUTO PARTS	V6411401	4370	483.12	00161561
		4375	27.58	00161561
		4376	(162.02)	00161561
		4385	583.56	00161561
ORVAC ELECTRONICS	V6403479	4355	129.86	00161619
			10.98	00161736
PARADIGM HEALTHCARE SERVICES	V6403536	5810	4,408.05	00161669
			7,500.00	00161805
PARK, ESTHER	V6411350	5220	98.19	00161478
PARKER AND COVERT LLP	V6403544	5810	2,146.50	00161806
		5821	306.00	00161806
PARKHOUSE TIRE INC.	V6403547	4386	2,559.31	00161564
PARMENTER, RICHARD	V6405630	5210	26.24	00161405
PASSARO PH.D., PERRY	V6411634	5810	1,650.00	00161565
			550.00	00161620
PATINO, REUBEN	V6403910	5220	76.50	00161807
PAVASARS, JOHN	V6408437	5220	91.64	00161566
PAXTON PATTERSON	V6403589	4310	1,198.33	00161737
PERRUZZI, ANA	V6413667	5220	35.90	00161808
PHAM, TONY	V6413725	5210	550.90	00161567
PIERCY, ANNA	V6400301	5220	120.64	00161809
PINEDA'S NURSERY INC	V6403670	4347	103.31	00161568
PIPS	V6407384	3601	349,255.69	00161706
			510,750.19	00161738
		3602	116,418.56	00161706
			170,250.06	00161738
PITNEY BOWES	V6403677	5910	4,351.15	00161569
POOL SUPPLY OF ORANGE COUNTY	V6403700	4355	765.13	00161621
PORTVIEW PREPARATORY	V6411850	5860	15,670.00	00161810
PRAXAIR	V6403719	4355	151.07	00161570
			29.76	00161622
PRESENTATION FOLDER INC	V6403738	5810	1,287.61	00161571
PRINGLES DRAPERIES AND BLINDS	V6405953	4355	502.43	00161739
PRO ED INC.	V6403756	4210	427.90	00161572
PRZ CONSULTING	V6413190	5810	5,000.00	00161573

<u>VENDOR NAME</u>	<u>VENDOR ID</u>	<u>OBJECT</u>	<u>AMOUNT</u>	<u>CK#</u>
QUALITY ENVIRONMENTAL INC	V6412341	5610	7,490.00	00161574
			8,450.00	00161740
QUINN POWER SYSTEM ASSOCIATES	V6406590	4376	135.17	00161575
QUINN, EILEEN	V6413642	5870	264.48	00161811
RAMIREZ, MARIA T.	V6412066	5220	130.56	00161479
RANGEL, ANDRES	V6412885	5220	123.25	00161406
RAPSA	V6413727	5210	190.00	00161670
RAY LITE INDUSTRIES INC.	V6411422	4355	1,278.45	00161623
REAL, JEANNETTE	V6411176	5220	109.74	00161576
RED HAWK SERVICES	V6412861	5610	4,571.00	00161577
REFRIGERATION SUPPLIES DIST.	V6403873	4355	3,128.37	00161624
			3,441.68	00161741
REPUBLIC SERVICES OF SO. CALIFORNIA	V6410174	5580	5,948.20	00161671
REVOLVING CASH FUND	V6405190	4310	6,726.93	00161440
		4320	1,022.08	00161440
		4390	1,269.53	00161440
		5210	7,184.81	00161440
		5220	40.00	00161440
		5880	1,170.83	00161440
		5910	2,984.64	00161440
		8699	1,725.12	00161440
RIDDELL ALL AMERICAN	V6403939	5630	6,885.16	00161672
RIVERSIDE INSIGHTS	V6413468	4310	1,047.75	00161625
RODRIGUEZ, VIRIDIANA	V6412875	5220	25.29	00161407
ROSEBURROUGH TOOL CO. INC	V6404014	4355	348.39	00161742
ROSSIER PARK ELEMENTARY SCHOOL	V6404020	5860	5,083.15	00161743
ROSSIER PARK SCHOOL	V6411451	5860	26,787.89	00161812
RUSSELL, JEFFREY	V6407882	5220	108.58	00161578
SALES AND DISTRIBUTION SERVICES INC	V6413428	4355	471.24	00161626
			525.11	00161673
		9320	1,186.96	00161626
SALGADO, YESENIA	V6413726	5210	450.95	00161579
SCHOLASTIC INC.	V6404150	4210	438.44	00161674
SCHOOL PAPER EXPRESS	V6413711	4310	282.50	00161627
SCHOOLS FIRST FCU DCP	V6403419	3901	1,750.00	00161580
			1,750.00	00161581
			1,750.00	00161582
			1,750.00	00161583
			1,750.00	00161584
SCHORR METALS INC	V6404179	4355	658.97	00161628
SCP DISTRIBUTORS LLC	V6411554	4355	952.52	00161845
SCSBOA	V6406007	5210	3,235.00	00161744
SEHI COMPUTER PRODUCTS INC	V6404221	4310	8,026.37	00161629
			5,387.50	00161745
		4410	8,081.20	00161629
		5610	2,513.00	00161629
SHELTON, MIKE	V6403136	3701	1,816.80	00161813
SHERWIN WILLIAMS CO., THE	V6410919	4355	112.24	00161630
SHIELD FIRE PROTECTION	V6410947	5610	1,000.00	00161675
SHRED IT USA LLC	V6411124	5610	105.05	00161631
SIGLER INC., RUSSELL	V6410420	4355	405.85	00161632
SOCALGRAD	V6411708	4320	56.04	00161633
SOLIS GROUP, THE	V6412965	5810	8,052.00	00161514
SONRISE ELECTRIC INC	V6412124	5610	375.00	00161676

<u>VENDOR NAME</u>	<u>VENDOR ID</u>	<u>OBJECT</u>	<u>AMOUNT</u>	<u>CK#</u>
SOSA, KANDYCE	V6413144	5220	55.45	00161515
SOUTHWEST SCHOOL AND OFFICE SUPPLY	V6404383	9320	386.33	00161677
SPEECH AND LANGUAGE	V6404400	5860	28,599.17	00161814
SPICERS PAPER INC	V6404405	4320	667.36	00161815
SPORTIME	V6404415	4320	667.36	00161634
SPORTS FACILITIES GROUP INC	V6410318	4355	131.64	00161746
SPRINT SOLUTIONS INC	V6411072	5918	320.97	00161766
			321.00	00161846
STEINBRICK, GAIL	V6408751	5220	107.59	00161516
STEPHAN, SUSAN	V6404546	5210	695.10	00161408
SWITZER CENTER	V6413048	5860	2,490.00	00161747
SWITZER, MICHAEL	V6411497	5220	48.72	00161816
SWRCB	V6407133	5880	1,400.00	00161748
SYNERGY SPA SOLUTIONS	V6413380	5810	1,120.00	00161749
T MOBILE	V6410424	5918	8,262.25	00161635
TELL STEEL	V6404633	4370	969.75	00161678
TENNANT COMPANY	V6404637	5610	332.10	00161750
THOMASSON, MELANIE	V6410437	5210	256.60	00161409
THOMSON REUTERS WEST	V6407958	4210	122.84	00161679
		5880	161.00	00161679
TIME AND ALARM SYSTEM	V6404729	4355	279.84	00161680
TOWNSEND PUBLIC AFFAIRS INC.	V6413003	5810	5,000.00	00161517
TRAN, THAO	V6412446	5220	37.12	00161817
TRANE US INC	V6413720	6270	412,220.30	00161751
TRAUDT, SUSAN	V6413733	5210	290.60	00161818
TREJO, ANNAMARIE RANDLE	V6411236	5220	108.05	00161819
TRILLIUM FINISHING	V6412701	5810	53.88	00161681
TRUMAN ARNOLD COMPANIES	V6413612	4382	45,871.14	00161767
TUPARAN, LUIS	V6410822	5220	67.40	00161752
TWINING CONSULTING	V6412575	5810	515.00	00161518
U S BANK	V6406511	4310	16,244.85	00161753
			5,405.84	00161847
		4320	1,683.16	00161753
			(3.27)	00161847
		4347	118.31	00161847
		4390	236.61	00161753
			357.30	00161847
		4410	2,437.29	00161847
		5210	5,931.96	00161753
			4,436.65	00161847
		5810	88.48	00161753
		5880	517.58	00161753
			1,375.94	00161847
			998.25	00161848
UC REGENTS	V6404826	5210	2,750.00	00161820
UNITED BINDING AND LAMINATING	V6413708	4410	2,171.16	00161682
VALLEY VISTA SERVICES INC	V6411966	5580	5,764.68	00161480
VAN WYE, SILVIA	V6412078	5220	59.62	00161410
VAZQUEZ, LIZBETH SEGURA	V6412067	5220	98.31	00161481
VERTICAL TRANSPORT INC	V6413440	5610	2,685.34	00161411
VILDOSOLA, PATRICIA	V6413267	5220	37.12	00161519
VISION COMMUNICATIONS CO.	V6404955	5610	878.94	00161482
VITAL INSPECTION SERVICES INC	V6412251	5810	2,511.00	00161849
WALTERS WHOLESALE	V6409053	4355	487.12	00161683

<u>VENDOR NAME</u>	<u>VENDOR ID</u>	<u>OBJECT</u>	<u>AMOUNT</u>	<u>CK#</u>
WEST MUSIC	V6405036	4410	599.99	00161684
WESTERN PSYCHOLOGICAL SERVICES	V6405047	4310	832.06	00161754
WESTRUX INTERNATIONAL INC	V6405053	4385	93.22	00161685
XEROX FINANCIAL SERVICES LLC	V6412617	5620	266.42	00161636
YAMAHA GOLF CARTS OF CALIFORNIA	V6405131	5610	712.48	00161686
YARIJANIAN AND ASSOCIATES	V6413731	5821	5,200.00	00161755
YELLOW CAB OF GREATER ORANGE COUNTY	V6405135	5870	90.00	00161756
YENNIS PARTY RENTALS INC.	V6413218	5620	3,044.41	00161483
ZISKO, AMBER	V6406552	5220	53.36	00161585
ZONES	V6405158	4410	1,323.11	00161757
GENERAL FUND (0101)			3,596,320.71	
BALFOUR BEATTY CONSTRUCTION LLC	V6412996	5610	498,330.10	00161484
ERICKSON HALL CONSTRUCTION CO	V6413032	5610	1,162,245.48	00161707
DEFERRED MAINTENANCE FUND (1414)			1,660,575.58	
DIVISION OF THE STATE ARCHITECT	V6411414	6210	114,350.00	00161520
ENCORP	V6409154	6250	1,810.00	00161521
FAST TRACK CONSTRUCTION CORPORATION	V6410454	6165	134,437.16	00161485
HAULAWAY STORAGE CONTAINERS INC.	V6410468	6274	184.80	00161687
HCI SYSTEMS INC	V6413251	6270	50,465.90	00161522
			37,149.75	00161688
			28,008.72	00161758
KNOWLAND CONSTRUCTION SERVICES LLC	V6409073	6273	2,125.00	00161586
		6291	9,010.00	00161586
			20,867.00	00161637
MOVER SERVICES INC	V6413679	6274	3,242.50	00161523
REVOLVING CASH FUND	V6405190	6222	7,200.00	00161441
SOCAL FLOW TESTING	V6413421	6240	680.00	00161821
TWINING CONSULTING	V6412575	6290	8,092.00	00161587
			34,539.50	00161638
U S BANK	V6406511	4410	3,484.64	00161759
GO BOND FUND SERIES 2018 (2126)			455,646.97	
ENCORP	V6409154	6250	2,911.00	00161524
KNOWLAND CONSTRUCTION SERVICES LLC	V6409073	6291	850.00	00161588
			1,411.00	00161639
TWINING CONSULTING	V6412575	6290	2,599.50	00161525
			3,798.00	00161589
CAPITAL FACILITIES FUND (2525)			11,569.50	
RUHNAU CLARKE ARCHITECTS	V6412249	6212	10,841.38	00161850
U S BANK	V6406511	7619	629,092.95	00161851
VITAL INSPECTION SERVICES INC	V6412251	6291	1,377.00	00161852
CAPITAL FACILITIES RDA FUND (2545)			641,311.33	

<u>VENDOR NAME</u>	<u>VENDOR ID</u>	<u>OBJECT</u>	<u>AMOUNT</u>	<u>CK#</u>
BALFOUR BEATTY CONSTRUCTION LLC	V6412996	6270	207,142.18	00161760
ERICKSON HALL CONSTRUCTION CO	V6413032	6270	417,200.80	00161486
TWINING CONSULTING	V6412575	6270	6,715.00	00161590
SCHOOL FACILITIES FUND (3535)			631,057.98	
FAST TRACK CONSTRUCTION CORPORATION	V6410454	6165	155,880.75	00161487
INTELESYSONE INC.	V6412444	5610	65,510.00	00161442
KNOWLAND CONSTRUCTION SERVICES LLC	V6409073	6291	9,369.00	00161640
TWINING CONSULTING	V6412575	6290	5,370.00	00161591
VITAL INSPECTION SERVICES INC	V6412251	6291	8,910.00	00161853
SPECIAL FACILITIES FUND (4041)			245,039.75	
AUHSD	V6400400	5890	4,526.00	00161488
DEPARTMENT OF INDUSTRIAL RELATIONS	V6409924	5811	88,765.99	00161526
GATEWAY URGENT CARE CENTER	V6407482	5890	950.17	00161592
			880.04	00161729
WORKER'S COMPENSATION FUND (6768)			95,122.20	
AMERICAN FIDELITY ASSURANCE COMPANY	V6408036	5450	9,139.76	00161381
AUHSD	V6400400	5891	564,796.89	00161489
			434,934.28	00161641
			760,352.72	00161730
BENEFIT AND RISK MANAGEMENT SERVICES	V6412889	5812	412,023.03	00161382
			421,883.83	00161761
CALIFORNIA SCHOOLS DENTAL COALITION	V6405368	5892	240,847.00	00161642
DELTA DENTAL INSURANCE COMPANY	V6411391	5465	16,275.78	00161490
EXPRESS SCRIPTS INC.	V6410974	5895	317,958.01	00161383
			251,316.83	00161527
			208,037.73	00161708
GALLAGHER BENEFIT SERVICES INC.	V6408675	5812	13,116.67	00161593
METLIFE	V6408692	5462	23,140.40	00161384
REVOLVING CASH FUND	V6405190	5899	3,382.30	00161443
VISION SERVICE PLAN	V6404956	5464	53,632.15	00161491
HEALTH & WELFARE INS FUND (6769)			3,730,837.38	
GREATER ANAHEIM SELPA	V6401927	9620	828,837.00	00161528
PASS THRU FUND (7676)			828,837.00	
GRAND TOTAL ALL FUNDS			11,896,318.40	

**ANAHEIM UNION HIGH SCHOOL DISTRICT
ASB SUMMARY OF CASH BALANCES
DECEMBER 2019**

School Name	Prior Month Total	Current Month			Total
		Checking	Petty Cash / Change Fund	Savings	
Anaheim	426,060.71	382,786.76	1,000.00	50,185.92	433,972.68
Western	383,000.90	264,757.87	1,275.00	125,909.41	391,942.28
Magnolia	130,886.98	130,911.42	700.00		131,611.42
Savanna	133,710.15	121,629.54	500.00	233.27	122,362.81
Loara	201,823.06	129,467.79	800.00	68,760.05	199,027.84
Katella	271,916.07	267,957.66	2,100.00		270,057.66
Kennedy	488,920.51	496,018.60	1,300.00		497,318.60
Cypress	755,698.39	697,426.71	1,700.00	48,630.64	747,757.35
Brookhurst	29,806.93	25,976.28			25,976.28
Orangeview	42,240.89	39,718.61	100.00		39,818.61
Walker	121,287.40	121,122.78			121,122.78
Dale	72,420.06	73,242.41			73,242.41
Sycamore	26,731.67	20,986.43			20,986.43
Ball	23,979.82	23,234.97			23,234.97
South	79,888.98	78,898.18			78,898.18
Oxford	498,539.42	544,112.55	350.00		544,462.55
Lexington	67,181.13	65,154.27			65,154.27
Hope	82,604.67	82,158.33			82,158.33
Gilbert	40,033.04	40,026.99			40,026.99
Total	3,876,730.78	3,605,588.15	9,825.00	293,719.29	3,909,132.44

**Anaheim Union High School District
Cafeteria Fund
Financial Statements
November 2019**



Balance Sheet
Anaheim Union High School District
11/30/2019

Account Number	Description	
Asset	Assets	
CASH		
9120	Cash-Checking	\$6,167,571.64
9122	Change Fund	\$11,990.00
Total CASH		\$6,179,561.64
RECEIVABLE		
9210	A/R - Current	\$68,535.81
9280	A/R - State	\$288,765.51
9290	A/R - Federal	\$3,745,495.06
Total RECEIVABLE		\$4,102,796.38
INVENTORIES		
9321	Warehouse Food	\$141,129.11
9322	Warehouse Commodity	\$3,617.25
9323	Warehouse Supplies	\$55,285.48
9326	School Food	\$112,127.08
9327	School Commodity	\$183.96
9328	School Supplies	\$28,949.43
Total INVENTORIES		\$341,292.31
Total Asset		\$10,623,650.33
Liability	Liabilities and Fund Balance	
LIABILITIES		
9510	A/P - Current	\$2,167,110.67
9530	A/P - Accrued Vacation	\$49,356.00
9580	Sales Tax Liability	\$3,955.81
9599	Purchases Clearing	\$0.00
9650	Deferred Revenue	\$124,282.47
Total LIABILITIES		\$2,344,704.95
Total Liability		\$2,344,704.95
Fund Balance	Liabilities and Fund Balance	
FUND BALANCE		
9780	Spending Plan/Central Kitchen	\$3,871,410.12
9798	Fund Balance	\$4,346,622.45
Total FUND BALANCE		\$8,218,032.57
Total Fund Balance		\$8,218,032.57
Current Year Profit (Loss)		\$60,912.79
Total Liabilities and Fund Balance		\$10,623,650.30
Show all data		



Statement of Revenue and Expense Anaheim Union High School District

	Period 5 Ending in 11/30/2019				Period 5 Ending in 11/30/2018			
	Monthly	%	YTD	%	Monthly	%	YTD	%
Revenue								
Local Revenue								
8621	\$30,591.00	1.66 %	\$163,917.00	1.82 %	\$38,475.00	1.90 %	\$172,944.00	1.87 %
Elementary - Lunch								
8632	\$7,521.50	0.41 %	\$32,970.00	0.37 %	\$7,248.50	0.36 %	\$31,529.75	0.34 %
High School - Breakfast								
8633	\$69,903.00	3.80 %	\$344,352.00	3.83 %	\$70,299.00	3.47 %	\$347,466.00	3.75 %
High School - Lunch								
8635	\$76,252.69	4.15 %	\$424,674.86	4.72 %	\$91,074.47	4.50 %	\$465,374.39	5.02 %
A La Carte Sales								
8636	\$44.51	0.00 %	\$166.85	0.00 %	\$27.80	0.00 %	\$222.50	0.00 %
Adult Rev. - Breakfast								
8637	\$2,162.95	0.12 %	\$9,311.55	0.10 %	\$1,931.23	0.10 %	\$8,930.36	0.10 %
Adult Rev. - Lunch								
Local Revenue	\$186,475.65	10.14 %	\$975,392.26	10.85 %	\$209,056.00	10.32 %	\$1,026,467.00	11.08 %
Federal Reimbursements								
8200	\$313,759.61	17.06 %	\$1,448,133.00	16.11 %	\$343,680.84	16.97 %	\$1,502,390.21	16.21 %
Fed. Meal Rev.-Breakfast								
8220	\$1,151,453.49	62.60 %	\$5,661,156.45	62.98 %	\$1,265,695.69	62.49 %	\$5,772,223.10	62.29 %
Fed. Meal Rev.-Lunch								
8290	\$43,590.62	2.37 %	\$217,444.56	2.42 %	\$47,480.16	2.34 %	\$215,918.43	2.33 %
Misc Fed Rev.-Snack								
Federal Reimbursements	\$1,508,803.72	82.03 %	\$7,326,734.01	81.50 %	\$1,656,856.69	81.80 %	\$7,490,531.74	80.83 %
State Reimbursements								
8500	\$35,307.76	1.92 %	\$162,699.35	1.81 %	\$38,506.55	1.90 %	\$168,109.81	1.81 %
St. Meal Rev.-Breakfast								
8520	\$81,227.54	4.42 %	\$399,302.74	4.44 %	\$89,268.83	4.41 %	\$406,987.87	4.39 %
St. Meal Rev.-Lunch								
State Reimbursements	\$116,535.30	6.34 %	\$562,002.09	6.25 %	\$127,775.38	6.31 %	\$575,097.68	6.21 %
Other Revenue								
8638	(\$286.51)	-0.02 %	(\$4,041.69)	-0.04 %	(\$1,176.83)	-0.06 %	(\$6,294.45)	-0.07 %
Cash Over & Short								
8699	\$27,724.65	1.51 %	\$129,266.18	1.44 %	\$32,901.47	1.62 %	\$180,652.46	1.95 %
Spec Activity/Cater								
Other Revenue	\$27,438.14	1.49 %	\$125,224.49	1.39 %	\$31,724.64	1.57 %	\$174,358.01	1.88 %
Total Revenue	\$1,839,252.81	100.00 %	\$8,989,352.85	100.00 %	\$2,025,412.71	100.00 %	\$9,266,454.43	100.00 %
Expense								
Food Purchases & Govnmt								
4700	\$633,260.15	34.43 %	\$2,978,181.40	33.13 %	\$680,008.00	33.57 %	\$3,316,122.93	35.79 %
Food Purchases								
Food Purchases & Govnmt	\$633,260.15	34.43 %	\$2,978,181.40	33.13 %	\$680,008.00	33.57 %	\$3,316,122.93	35.79 %
Supplies								
4300	\$20,437.51	1.11 %	\$50,312.95	0.56 %	\$14,086.18	0.70 %	\$101,273.76	1.09 %
Materials & Supplies								
4400	\$2,136.31	0.12 %	\$14,127.61	0.16 %	\$1,510.88	0.07 %	\$84,390.88	0.91 %
Noncapitalized Equipment-Under \$5000								
4790	\$48,631.85	2.64 %	\$273,395.62	3.04 %	\$124,368.23	6.14 %	\$362,172.28	3.91 %
Supplies (Food)								
Supplies	\$71,205.67	3.87 %	\$337,836.18	3.76 %	\$139,965.29	6.91 %	\$547,836.92	5.91 %
Salaries								



Statement of Revenue and Expense Anaheim Union High School District

	Period 5 Ending In 11/30/2019				Period 5 Ending In 11/30/2018			
	Monthly	%	YTD	%	Monthly	%	YTD	%
2200	\$930,540.47	50.59 %	\$3,019,128.70	33.59 %	\$743,061.87	36.69 %	\$2,844,669.44	30.70 %
Classified Salaries								
2300	\$45,443.17	2.47 %	\$227,215.85	2.53 %	\$44,480.32	2.20 %	\$227,485.38	2.45 %
Class.Sup/Admin Salaries								
2400	\$47,382.90	2.58 %	\$205,431.99	2.29 %	\$43,458.89	2.15 %	\$202,126.15	2.18 %
Clerical/Office Salaries								
2550	\$12,339.00	0.67 %	\$49,356.00	0.55 %	\$12,339.00	0.61 %	\$49,356.00	0.53 %
Food Service Vacation Pay								
Salaries	\$1,035,705.54	56.31 %	\$3,501,132.54	38.95 %	\$843,340.08	41.64 %	\$3,323,636.97	35.87 %
Benefits								
3202	\$153,820.80	8.36 %	\$541,411.14	6.02 %	\$115,799.95	5.72 %	\$470,837.52	5.08 %
PERS, Classified Position								
3302	\$76,424.81	4.16 %	\$260,334.76	2.90 %	\$62,114.50	3.07 %	\$246,944.74	2.66 %
OASD/MED/Classified Position								
3402	\$203,977.35	11.09 %	\$1,014,239.01	11.28 %	\$203,342.03	10.04 %	\$1,016,924.75	10.97 %
Hlth/Welfare, Classified								
3502	\$509.83	0.03 %	\$1,726.62	0.02 %	\$413.82	0.02 %	\$1,636.33	0.02 %
SUI, Classified Position								
3602	\$25,993.09	1.41 %	\$87,884.24	0.98 %	\$20,225.91	1.00 %	\$79,834.12	0.86 %
Workers Comp, Classified								
Benefits	\$460,725.88	25.05 %	\$1,905,595.78	21.20 %	\$401,896.21	19.84 %	\$1,816,177.46	19.60 %
Other Expenses								
5200	\$1,429.64	0.08 %	\$7,708.59	0.09 %	\$1,266.94	0.06 %	\$5,700.67	0.06 %
Travel & Conference								
5500	\$10,874.00	0.59 %	\$86,299.26	0.96 %	\$9,450.00	0.47 %	\$90,480.93	0.98 %
Operation & Housekeeping								
5600	\$3,252.59	0.18 %	\$29,001.22	0.32 %	\$4,412.34	0.22 %	\$69,045.01	0.75 %
Rental/Lease/Repair								
5800	\$0.00	0.00 %	\$22,307.59	0.25 %	\$852.05	0.04 %	\$9,948.23	0.11 %
Prof. Consult Service								
5900	\$4,178.60	0.23 %	\$25,651.16	0.29 %	\$0.00	0.00 %	\$20,463.44	0.22 %
Fax, Pager, Postage								
Other Expenses	\$19,734.83	1.07 %	\$170,967.82	1.90 %	\$15,981.33	0.79 %	\$195,638.28	2.11 %
Capital Outlay								
6500	\$0.00	0.00 %	\$34,726.35	0.39 %	\$27,332.44	1.35 %	\$96,244.35	1.04 %
Equipment- Over \$5000								
Capital Outlay	\$0.00	0.00 %	\$34,726.35	0.39 %	\$27,332.44	1.35 %	\$96,244.35	1.04 %
Total Expense	\$2,220,632.07	120.74 %	\$8,928,440.06	99.32 %	\$2,108,523.35	104.10 %	\$9,295,656.91	100.32 %
Net Profit (Loss)	(\$381,379.26)	-20.74 %	\$60,912.79	0.68 %	(\$83,110.64)	-4.10 %	(\$29,202.48)	-0.32 %

Show all data

ANAHEIM UNION HIGH SCHOOL DISTRICT

Business Division

2019/20 MONTHLY ENROLLMENT REPORT
MONTH 6

01/06/20 to 01/24/20

EXHIBIT SS

SCHOOL	REGULAR DAY						Subtotal	Hosp/Hm	Sp Ed	TOTAL STUDENTS
	9th	10th	11th	12th						
Anaheim	744	706	631	595	2,676	2	159	2,837		
Cypress	767	698	720	624	2,809	4	86	2,899		
Katella	676	652	617	591	2,536	1	155	2,692		
Kennedy	543	569	538	500	2,150	1	91	2,242		
Loara	427	455	441	430	1,753	1	138	1,892		
Magnolia	367	401	364	309	1,441	1	145	1,587		
Oxford	204	199	194	183	780	1	-	781		
Savanna	438	401	417	399	1,655	1	78	1,734		
Western	401	427	386	410	1,624	-	98	1,722		
Total Comprehensive	4,567	4,508	4,308	4,041	17,424	12	950	18,386		
Anaheim Independent Learning Center	-	-	13	145	158	-	-	158		
Gilbert High School	-	3	241	241	485	3	125	613		
Katella Satellite Independent Study	5	7	34	21	67	-	-	67		
Kennedy Satellite Independent Study	6	20	26	32	84	-	-	84		
Nonpublic School	-	-	-	-	-	-	28	28		
Polaris High School	7	25	32	43	107	-	-	107		
Special Education Transition Program	-	-	-	-	-	-	165	165		
Western Independent Learning Center	-	5	33	64	102	-	-	102		
Total Alternative Ed	18	60	379	546	1,003	3	318	1,324		
Hope	-	-	-	-	-	-	228	228		
Total Senior High Schools	4,585	4,568	4,687	4,587	18,427	15	1,496	19,938		

SCHOOL	REGULAR DAY						Subtotal	Hosp/Hm	Sp Ed	TOTAL STUDENTS
	7th	8th								
Ball	418	458	876	-	52	-	928			
Brookhurst	501	506	1,007	-	56	-	1,063			
Dale	478	502	980	1	53	-	1,034			
Lexington	643	661	1,304	4	37	-	1,345			
Orangeview	402	405	807	2	54	-	863			
Oxford	241	244	485	-	-	-	485			
South	696	730	1,426	-	86	-	1,512			
Sycamore	635	619	1,254	-	67	-	1,321			
Walker	526	510	1,036	2	28	-	1,066			
Total Comprehensive	4,540	4,635	9,175	9	433	-	9,617			
Nonpublic School	-	-	-	-	9	-	9			
Polaris High School	4	22	26	-	2	-	28			
Total Alternative Ed	4	22	26	-	11	-	37			
Total Junior High Schools	4,544	4,657	9,201	9	444	-	9,654			
DISTRICT TOTAL									29,592	

ANAHEIM UNION HIGH SCHOOL DISTRICT
 Business Division
 2019/20 MONTHLY ENROLLMENT REPORT

GROWTH vs. DECLINE - MONTH to MONTH COMPARISON
Month 6

HIGH SCHOOL	Month 5	Month 6	Growth v. (Decline)
Anaheim	2,840	2,837	(3)
Cypress	2,911	2,899	(12)
Katella	2,698	2,692	(6)
Kennedy	2,245	2,242	(3)
Loara	1,884	1,892	8
Magnolia	1,588	1,587	(1)
Oxford	783	781	(2)
Savanna	1,739	1,734	(5)
Western	1,736	1,722	(14)
Total Senior High	18,424	18,386	(38)

JUNIOR HIGH SCHOOL	Month 5	Month 6	Growth v. (Decline)
Ball	928	928	-
Brookhurst	1,072	1,063	(9)
Dale	1,033	1,034	1
Lexington	1,345	1,345	-
Orangeview	870	863	(7)
Oxford	485	485	-
South	1,521	1,512	(9)
Sycamore	1,324	1,321	(3)
Walker	1,065	1,066	1
Total Junior High	9,643	9,617	(26)

Total Comprehensive Schools	28,067	28,003	(64)
------------------------------------	---------------	---------------	-------------

Alternative Education	Month 5	Month 6	Growth v. (Decline)
Anaheim Independent Learning Center	154	158	4
Gilbert High School	632	613	(19)
Hope School	227	228	1
Katella Satellite Independent Study	68	67	(1)
Kennedy Sattelite Independent Study	75	84	9
Nonpublic School	34	37	3
Polaris High School	129	135	6
Special Education Transition Program	174	165	(9)
Western Independent Learning Center	99	102	3
Total Alternative Ed.	1,592	1,589	(3)

District Total	29,659	29,592	(67)
-----------------------	---------------	---------------	-------------

ANAHEIM UNION HIGH SCHOOL DISTRICT
 501 Crescent Way – P.O. Box 3520
 Anaheim, CA 92803-3520

EDUCATIONAL CONSULTING AGREEMENT AMENDMENT

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

6 th	day of	February	2020
-----------------	--------	----------	------

in reference to the Consulting Agreement by and between

Pivotal Leadership LLC DBA MindKind Institute

Independent Contractor, hereinafter referred to as "Consultant" and the Anaheim Union High School District, hereinafter referred to as "District" dated and Board approved:

December 12, 2019

and amends said Consulting Agreement as follows:

The Board of Trustees is requested to amend the consulting agreement with Pivotal Leadership LLC DBA MindKind Institute. The original agreement was at a cost not to exceed \$26,350, for services provided January 6, 2020, through June 30, 2020.

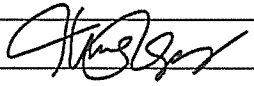
Pivotal Leadership LLC DBA MindKind Institute will provide continuing leadership coaching support for AUHSD top leaders under the banner of "Conscious Business and Leadership". The program takes the frameworks and skill-building tools outlined in Fred Kofman's book, Conscious Business and makes them real through practice, peer-feedback, and coaching. Two cohorts of 6-8 participants will fulfill a 10 week course of study.

The Board approved cost was not to exceed \$26,350 which included a one-time curriculum design fee of \$7,450 and a \$9,450 delivery fee for each cohort for a total of two cohorts. The delivery fee cohort amount was incorrect and should be \$13,950 for each cohort. The total not to exceed amount should have been \$35,350.

The total amended cost for these services is not to exceed \$35,350.

All other terms and conditions of the original agreement will remain in force.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed:

CONSULTANT:	DISTRICT:
Typed Name of consultant (same as page 1):	
Pivotal Leadership LLC DBA MindKind Institute	Anaheim Union High School District
Typed Name/Title of Authorized Signatory:	Typed Name of Assistant Superintendent:
Dr. Home H.C. Nguyen	Dr. Jaron Fried
Authorized Signature:	Signature of Assistant Superintendent:
	
Street Address:	Street Address:
2134 2 nd Ave. #2B	501 Crescent Way, P.O. Box 3520
City, State, Zip Code	City, State, Zip Code
New York, NY 10029	Anaheim, CA 92803-3520
Date:	Date:
1/24/20	

Mark Appropriately:

Independent/Sole Proprietor:	
Corporation:	
Partnership:	X
Other/Specify:	

Social Security Number* or Federal Identification Number*

	33-0259359
--	------------

*Or, initial here:

<input type="checkbox"/>	I have completed a new IRS Form W-9 that will be submitted directly to AUHSD Accounting.
--------------------------	--

Telephone Number:

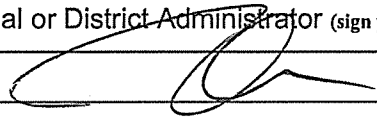
E-mail Address:

(940) 367-4774	vibhachokhani@mindkindinstitute.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 of Principal or District Administrator (sign prior to submitting to District indicating review and approval):

Signature:		Date:	1/24/2020
------------	---	-------	-----------

AMENDMENT TO
NORTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
COLLEGE AND CAREER ACCESS PATHWAYS
A DUAL ENROLLMENT PARTNERSHIP AGREEMENT
2019-2022

As of February 11, 2020, the agreement entitled “College and Career Access Pathways Partnership Agreement (CCAP Agreement)” between Fullerton College (“COLLEGE”) a college of the North Orange County Community College District, (NOCCCD) and Anaheim Union High School District (“SCHOOL DISTRICT”) will be amended by adding four educational programs (ADDENDUM A).

This change is only the addition of four educational programs; the entire remainder of the original agreement remains in full force.

This Amendment may be executed by the parties in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument.

Executed on February 11, 2020

By: _____
Anaheim Union High School District
Dr. Jaron Fried
Assistant Superintendent, Education Services

By: _____
Fullerton College
José Ramón Núñez, Ph.D.
Vice President, Instruction

By: _____
North Orange County Community College District
Cherry Li-Bugg, Ph.D.
Vice Chancellor, Educational Services and Technology

North Orange County Community College District Board Meeting: *February 11, 2020*
School District Board Meeting: *February 6, 2020*

ADDENDUM A

- CCAP AGREEMENT PROGRAM YEAR** – college has identified the following: program year, educational program(s) and course(s) to be offered at the said date, time and location; the total number of students to be served and projected FTES; and the instructor; and employer of record.

PROGRAM YEAR: 2019-2020

COLLEGE: Fullerton College

EDUCATIONAL PROGRAMS: Fine Arts, Music

SCHOOL DISTRICT: Anaheim Union High School District

HIGH SCHOOLS: Loara High School

TOTAL NUMBER OF STUDENTS TO BE SERVED: 120 students		TOTAL PROJECTED FTES: 8 FTES					
COURSE NAME	COURSE NUMBER	TERM	TIME	DAYS	INSTRUCTOR	EMPLOYER	LOCATION
1. Beginning Woodwinds	MUSA 151 F	Spring 2020	3:00 – 4:30	T/TH	TBD	<input checked="" type="checkbox"/> CC <input type="checkbox"/> HS	<input type="checkbox"/> CC <input checked="" type="checkbox"/> HS Loara HS
2. Beginning Brass	MUSA 161 F	Spring 2020	3:00 – 4:30	M/W	TBD	<input checked="" type="checkbox"/> CC <input type="checkbox"/> HS	<input type="checkbox"/> CC <input checked="" type="checkbox"/> HS Loara HS
3. Introduction to Percussion for Non-Majors	MUSA 170 F	Spring 2020	3:00 – 4:30	M/W	TBD	<input checked="" type="checkbox"/> CC <input type="checkbox"/> HS	<input type="checkbox"/> CC <input checked="" type="checkbox"/> HS Loara HS
4. Fundamentals of Voice Training for Non-Majors	MUSA 110 F	Spring 2020	3:00 – 4:30	M/W	TBD	<input checked="" type="checkbox"/> CC <input type="checkbox"/> HS	<input type="checkbox"/> CC <input checked="" type="checkbox"/> HS Loara HS

Required: Describe the criteria used to assess the ability of pupils to benefit from the course(s) offered (Sec. 2 (c)(1)):

The courses have been offered previously to college bound high school students to support a successful transition into college level coursework and improve matriculation.

2. **BOOKS AND INSTRUCTIONAL MATERIALS** - The total cost of books and instructional materials for school district students participating as part of this CCAP agreement will be borne by school district.

COURSE NAME	TEXT	COST	OTHER INSTRUCTIONAL MATERIALS	COST
1. Beginning Woodwinds	TBD	TBD	TBD	TBD
2. Beginning Brass	TBD	TBD	TBD	TBD
3. Introduction to Percussion for Non-Majors	TBD	TBD	TBD	TBD
4. Fundamentals of Voice Training for Non-Majors	TBD	TBD	TBD	TBD

AMENDMENT

**Independent Contractor Agreement
between the Anaheim Union High School District and the Anaheim
Family YMCA**

This agreement, made and entered into this 6th day of February, 2020, 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 wishes to subcontract with the YMCA to provide the program administration, staffing, equipment, materials, training, data collection, and evaluation for the program at Savanna High School;

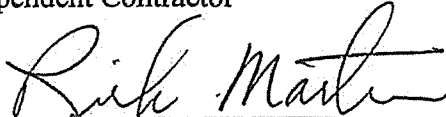
It is hereby agreed as follows:

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 will provide staff to facilitate a structured program afterschool during the following days and times:
 - a. Monday-Friday 2:37pm-5:30 pm any day school is in session.
 - b. Times may be adjusted due to minimum days
3. The YMCA agrees to make the program available to all students at no cost, not to exceed 200 students per day.
4. The YMCA will provide structured curriculum based on needs of the students and aligns with the District standards such as but not limited to workforce development (Avanza), leadership development, financial literacy and mindfulness. As well as programming that promote the 5 Cs: Collaboration, Critical Thinking, Creativity, Communication, and Character & Compassion.
5. The YMCA agrees to allow access to all program records as necessary so that District auditors may comply with state audit guidelines.
6. The District agrees to provide adequate space and other resources for the program to operate as per agreed upon standards.
7. The District agrees to collaborate with YMCA staff with ongoing input regarding program design, strategies, and implementation activities that are aligned to AUHSD polices, student outcomes and community needs

8. The District agrees to provide the YMCA program evaluator with relevant and necessary student, parent, and teacher data as required to meet the evaluation reporting needs of the funding agency as well as those of the Continuous Improvement Management design to be used for the local evaluation

In witness whereof, duly authorized representatives of the parties have signed in confirmation of this agreement.

Independent Contractor

By: 
President and CEO

Name: Dr. Rick Martens
Address: Anaheim Family YMCA
240 S. Euclid
Anaheim, CA 92802

Date: 1/10/2020

Phone: (714)635-9622
Tax I.D. # 95-1709299

School District

By: _____
Assistant Superintendent, Education

Date: _____

**Independent Contractor Agreement
between the Anaheim Union High School District and the Anaheim
Family YMCA**

This agreement, made and entered into this 6th day of February, 2020, 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 wishes to subcontract with the YMCA to provide the program administration, staffing, equipment, materials, training, data collection, and evaluation for the program at Walker Junior High School;

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 program fee per youth/ month will be \$230.
 - Financial Assistance will be available for families in need
 - Additional spots will only become available once there is a minimum of 15 interested students. Maximum number of spots available for students will be 80
3. The YMCA will provide structured curriculum based on needs of the students and aligns with the District standards such as but not limited to workforce development (Avanza), leadership development, financial literacy and mindfulness. As well as programming that promote the 5 Cs: Collaboration, Critical Thinking, Creativity, Communication, and Character & Compassion.
4. The YMCA agrees to allow access to all program records as necessary so that District auditors may comply with state audit guidelines.
5. The District agrees to provide adequate space and other resources for the program to operate as per agreed upon standards.
6. The District agrees to collaborate with YMCA staff with ongoing input regarding program design, strategies, and implementation activities that are aligned to AUHSD policies, student outcomes and community needs
7. The District agrees to provide the YMCA program evaluator with relevant and necessary student, parent, and teacher data as required to meet the evaluation

reporting needs of the funding agency as well as those of the Continuous Improvement Management design to be used for the local evaluation

In witness whereof, duly authorized representatives of the parties have signed in confirmation of this agreement.

Independent Contractor

School District

By: *Rick Martens*
President and CEO

By: _____
Assistant Superintendent, Education Division

Name: Dr. Rick Martens
Address: Anaheim Family YMCA
240 S. Euclid
Anaheim, CA 92802

Date: _____

Date: 1/10/2020

Phone: (714)635-9622
Tax I.D. # 95-1709299



Orange County United Way

**ORANGE COUNTY UNITED WAY
FACE 2024 | Community Impact
Grant Agreement | Grant Year 2019 - 2020**

GRANTEE ORGANIZATION NAME: Anaheim Union High School District

GRANTEE ADDRESS: 501 N. Crescent Way Anaheim, CA 92801

PROJECT DIRECTOR: Carlos Hernandez, Director of Curriculum and Instruction

CONTACT INFORMATION: Carlos Hernandez (714) 999-3576
hernandez_c@auhsd.us

START DATE: September 1, 2019

END DATE: August 31, 2020

This document is to serve as a grant agreement between **Anaheim Union High School District** (grantee) and Orange County United Way (GRANTOR).

GRANT TITLE AND PURPOSE: DG - Middle Schools

Unless otherwise stated in this Agreement, the Grant Funds will be used specifically as described in Grantee's application/scope of work/program outline and proposed budget (together, the "Application"), which can be located in the Grants e-Management System ("e-CImpact") and in this grant agreement (Attachment A). To the extent that the terms of this Agreement conflict with the terms of the Application, the terms of this Agreement will prevail.

GRANT AMOUNT ("Grant Funds"): \$30,400.00

PAYMENT TERMS: Grant Funds will be payable in four (4) installments of \$7,600 each. The first payment will be made to Grantee within 30 days prior to the start of this Agreement, and each subsequent and final payments will be made to Grantee within 30 days after GRANTOR's receipt and approval of timely reports as required below.

Payments will be mailed to 501 N. Crescent Way Anaheim, CA 92801.

GRANTOR may require Grantee to deplete the current installment of Grant Funds prior to receiving payment of the next installment of Grant Funds. In addition, GRANTOR may withhold the next installment of Grant Funds if the report does not contain all the required information or Grantee has not demonstrated sufficient progress on Project objectives, as determined by GRANTOR in its sole discretion. Within 45 days after the expiration or early termination of this Agreement, Grantee will remit to GRANTOR all unspent funds.

Notwithstanding any provisions in the Application, Grant Funds may not be used for indirect costs in excess of 10% of the direct costs for the Project.

Restrictions on Use of Grant Funds: (A) Except as specifically provided in the Agreement, Grantee will use the Grant Funds exclusively as provided in the budget in e-CImpact. (B) The Grant Funds awarded hereunder may not be obligated or expended prior to the Effective date or subsequent to the Termination Date of this

Agreement. **(C)** Any travel costs covered by Grant Funds must be reasonable and customary, covering only the following as applicable: coach air and train travel, ground travel to the Program, moderate hotel (room and taxes only), and meals (alcoholic beverages excluded).

Collaborating Organizations: Grantee is responsible for ensuring that all Collaborating Organizations comply with the terms of this Agreement, including but not limited to the restrictions on the use of Grant Funds.

REPORTING REQUIREMENTS: Progress Report(s), to include progress updates, demographic, financial reporting, and stories of impact due Quarterly on Q1 & Q2 due 3/16/20; Q3: 6/15/20; and Q4: 9/30/20.

The above reports will not be treated as confidential and may be reviewed and evaluated by third parties. GRANTOR will not be responsible for any damages resulting from the disclosure of the reports to third parties. Further, GRANTOR may share Grant information, including the reports, with donors or with members of the general public.

Grantee agrees to include at least one (1) "story of impact" - a testimonial, a success story, or an impact story related to the funded program, every quarter or every six-month reporting period. If a story is unavailable to be shared, Grantee agrees to provide an explanation in the report form in e-CImpact.

GRANTOR continues to refine its evaluative processes to successfully measure and evaluate GRANTOR's impact. Where appropriate, grantee agrees to participate in the ongoing development of these evaluative processes. Specific areas may include, but are not limited to, the development of shared and individual outcomes for programmatic performance, standards for service delivery and assessment tools.

ACKNOWLEDGEMENTS: Grantee will acknowledge and will cause any sub-grantees and contractors involved in the Program/Project ("Collaborating Organizations") to acknowledge GRANTOR's funding in a conspicuous location on all printed and electronic materials created in connection with the Program/Project ("Materials"); in all educational materials, training sessions, workshops and presentations conducted in connection with the Program/Project; on Grantee's website and social media outlets; and in Grantee's annual report and other donor listings during the funded term.

Acknowledgements: GRANTOR Intellectual Property: Permission to Use Grantee Name and Logo.

(A) Grantee is authorized to and will acknowledge GRANTOR funding of the Project in the Materials as set forth in "Acknowledgements" section of this Agreement. The specific language to be used in such acknowledgements, including how GRANTOR's name and logo will be used, will be agreed to in advance between the parties.

(B) GRANTOR is and will remain the sole and exclusive owner of all rights, title and interest in and to any and all materials that GRANTOR or its employees, agents or contractors permit Grantee to use in connection with the Project, including but not limited to all works of authorship, copyrights, trade names, trademarks, service marks, domain names and other indicia of source (whether registered or not), data and data bases, lists, educational materials and other information and all translations, adaptations, editions, excerpts or derivative works thereof (collectively, "GRANTOR Intellectual Property"). GRANTOR Intellectual Property must not be amended or modified in any manner without GRANTOR's prior written consent. Grantee will include the appropriate attributions for any GRANTOR Intellectual Property used in connection with the Project, which must be approved by GRANTOR in advance of publication.

(C) For the sole purpose of releasing information regarding this Grant and the Project to the general public and new media, GRANTOR is authorized to use the Grantee's name and logo in a fair and accurate manner (and Grantee will cause any and all Collaborating Organizations to grant GRANTOR authorization to use their respective names and logos for the same purposes). Nothing in this Agreement grants any further rights to the Grantee name and logo.

BENEFITS: Grantee will provide the following to GRANTOR: copies of all Materials, at no charge, including without limitation all surveys and tools, methodologies, studies, evaluations, presentations, training and educational materials, photographs, reports, press releases, articles and other publications created in connection with the Project; unlimited access to any raw digital data collected during the Project ("Data"); a summary report of any evaluations received in connection with the Project; any and all surveys or other items submitted by GRANTOR to Grantee for completion regarding this Project; the opportunity for a GRANTOR representative to make site visits.

Program Site Visits: Grantee agrees to schedule and provide program site visits/tours for GRANTOR staff, leadership and /or community stakeholders throughout the grant term, during mutually agreed upon times.

Engagement Opportunities: Grantee agrees to work collaboratively with GRANTOR around engagement opportunities that will highlight its partnership under FACE 2024, which may include but are not limited to the Grantee Speakers Bureau, Campaign(s), and/or Corporate/Community Volunteer Opportunities. Grantee will receive advance notice and guidance from GRANTOR regarding participation and promotion of these activities.

Grantee grants (and shall cause any Collaborating Organizations to grant) to GRANTOR and its affiliates a limited, royalty-free, non-exclusive, non-transferable, worldwide, irrevocable license to use the Materials, or any part thereof and Data (if any provided) for their own non-commercial purposes.

NOTIFICATIONS: Grantee will notify GRANTOR through e-CImpact or other appropriate methods of communication (i.e., email or mailed letter), at least 30 days in advance and must receive prior written approval for any proposed changes to the personnel, design, budget, collaborating organizations, if any, content or specific aims of the Project. GRANTOR will be provided a minimum of 14 days to review and accept or reject any proposed changes. Notwithstanding the above, Grantee may modify the budget without prior approval of GRANTOR, so long as the modification does not (i) change any budget expense subcategory by more than 5%; (ii) increase the amount of any cost above the maximum allowable for a subcategory item (such as indirect or equipment costs); or (iii) result in an expenditure outside of the Grant purpose. In addition to the above notifications, Grantee will promptly notify GRANTOR of (a) any potential or threatened litigation, claim, assessment or audit related to the Project; (b) any challenge that may prevent Grantee from fulfilling the objectives described in the Application, including any issues with Collaborating Organizations; (c) any actual inability to fulfill the objectives in the Application; or (d) the occurrence of any event listed in the Termination of Funding section.

FINANCIAL REVIEW AND AUDIT: Grantee's Financial Statements will be reviewed by GRANTOR's Financial Review Committee (FRC).

Grantee agrees to submit required financial statements/documents (listed below) to GRANTOR **no later than SIX (6) months after** grantee's fiscal year end, unless grantee has requested and been approved for a one-time 30 day extension. All financial statements must be prepared on an accrual basis according to the Generally Accepted

Accounting Principles (GAAP) of the American Institute of Certified Public Accountants (AICPA) for non-profit agencies. Financial statement requirements are based on grantee total revenue as follows:

AGENCY Revenue of \$300,000 and above must submit:

- Board approved independent Financial Audit
- Corresponding management letter – AU-C 265 (regardless of whether or not any material weaknesses are found)

AGENCY Revenue of \$100,000 up to \$299,000 must submit:

- Board approved independent Financial Review may be submitted in lieu of an independent Financial Audit
- Corresponding management letter - AU-C 265 Letter (regardless of whether or not any material weaknesses are found)

AGENCY Revenue Less than \$100,000 must submit:

- A Financial Compilation with full disclosures may be submitted in lieu of an independent Financial Audit or a Financial Review

Grantee's failure to provide required statements can lead to termination of the funded partnership.

GRANT COMPLIANCE – OCUW's GRANT FUNDING POLICIES: Failure to maintain grant compliance may result in grantee's placement in GRANTOR's Monitoring and Support program and may result in the withholding of grant allocations and/or cancellation of grantee's grant at the discretion of GRANTOR's Community Impact Cabinet (CIC) and/or Board of Directors (BOD). It is the responsibility of the grantee to become familiar with and maintain grant compliance throughout the grant term as set forth in this active grant agreement. Grantee agrees to notify GRANTOR in writing, within 30 days, of any failure to meet or maintain compliance with grant requirements.

GRANTOR maintains the right to revise and update policies at will. GRANTOR will advise grantee of any significant policy changes in writing.

MONITORING AND SUPPORT (M&S): OCUW will monitor grantee to ensure all expectations are being met, as outlined in this grant agreement. If or when an issue is identified, OCUW will work closely with grantee through OCUW's Monitoring and Support program to establish an action plan, addressing the issue identified.

Grantee can be placed on M & S for the following issues, which may include, but are not limited to:

1. Concerns about program quality and/or effectiveness as identified by GRANTOR.
2. Financial concerns that cause grantee to receive a score of 30 or less on annual Financial Reviews or Audits.
3. Significant changes to a program that effect the scope of work, program design, and/or quality of services to be provided.
4. Failure to adhere to established reporting deadlines.
5. Submitting incomplete and/or inadequate progress reports.
6. Failure to meet GRANTOR Certification Criteria on an annual basis.
7. Breach of local, State and/or Federal laws.

MERGERS AND ACQUISITIONS: GRANTOR will support grantee in mergers and/or

acquisitions that demonstrate relevance to GRANTOR's funding priorities at the time of merger and/or acquisition. We ask that grantee notify GRANTOR, in writing, of the *intended* merger and/or acquisition three-months (90 days) *prior to* the completion of the merger and/or acquisition, notification to include the following:

- Impact on grantee program(s) funded by GRANTOR.
- Key program elements to be eliminated as a result of the merger and/or acquisition.
- Status of grantee governance, management, administrative costs and financial stability.

After the merger and/or acquisition are complete, the entity assuming legal and fiscal responsibility of GRANTOR funding shall provide GRANTOR with the following information in writing:

- Official date of merger and/or acquisition.
- Date change is to be effective (if different than the date of the merger and/or acquisition).
- Proof of State approval of the new legal entity.
- Letter from the Attorney General that recognizes the dissolution of the acquired grantee.
- Updated roster of the Board of Directors.
- Other information, as requested.

NOTICES: Any notice will be in writing and personally delivered, sent by facsimile or sent via reputable overnight courier (such as Federal Express) or certified mail, postage prepaid and return receipt requested, addressed to the other party at the address specified below (unless otherwise notified in writing by a party):

If to Orange County United Way: **18012 Mitchell South, Irvine, CA 92614**

If to Grantee: At the address on Page 1 of this Agreement of this Agreement or to Fiscal Sponsor: Anaheim Union High School District 501 N. Crescent Way Anaheim, CA 92801

TERMINATION OF FUNDING: GRANTOR or Grantee receiving GRANTOR FACE 2024 grant funds may terminate the funding relationship upon prior 30-day written notice to the other party.

A letter of intent to terminate the funding relationship shall be submitted to GRANTOR by grantee Board President (or appropriate leadership) 30-days prior to the requested termination date. Upon receipt of request for termination of funding, GRANTOR will hold any and all pending grant allocations until final approval is given by GRANTOR's CIC/BOD. When the request for termination of funding is approved by GRANTOR's CIC/BOD, grantee will be notified in writing of this decision.

GRANTOR reserves the right to terminate the funding partnership for just cause(s), including but not limited to, when grantee:

- Fails to meet the funding requirements and expectations as outlined in the grant agreement and other fund distribution policies and procedures
- Ceases operations or the program funded is no longer in operation
- Has not been able to successfully resolve identified concerns resulting in an agency being placed in the Monitoring and Support Program
- Breaches local/City, State, or Federal law(s)
- Experiences significant changes to a program that affects the scope of work, program design, quality of services provided or outcome measurement plan
- Uses funding for a program or other matters, not approved by GRANTOR

This Agreement will be null and void if not executed by both parties within 45 days after Agreement becomes available for execution through e-Clmact/AdobeSign, or email.

By executing this Agreement, Grantee agrees to be bound by the terms and conditions outlined in this Agreement and incorporated herein. The signers below warrant that they have full power and authority to sign for and bind their respective organizations.

BY Anaheim Union High School District:

(Signer must have legal authority to sign on behalf of the entity stated above)

Sign: _____ Date: 2/7/2020

Print Name: Dr. Jaron Fried Title: Assistant Superintendent, Ed. Division

If Fiscal Sponsor is applicable, please sign below:

(Signer must have legal authority to sign on behalf of the entity stated above)

Sign: _____ Date: _____

Print Name: _____ Title: _____

BY ORANGE COUNTY UNITED WAY:

Susan B Parks
Susan B Parks (Jan 14, 2020)

Jan 14, 2020

Susan B. Parks | Chief Executive Officer

Date

Emilee Tello
Emilee Tello (Jan 14, 2020)

Jan 14, 2020

Emilee Tello | Chief Financial Officer

Date

Attachment A

Anaheim Union High School District - DG - Middle Schools

Scope of Work (SOW) / Work Plan

September 1, 2019 to August 31, 2020

Target Population: EDUCATION: Destination Graduation

Goal: X# 8th Grade Students in the funded program (AVID) have advanced to High School on time by the end of the school year

Objective	Activities	Timeline	Tasks
# tutor hours provided to middle school students		to	
X# middle school students achieved a C or better in the AVID elective		to	

Target Population: EDUCATION: Destination Graduation

Goal: X# Middle School Students in the funded program (AVID) have advanced to the next grade level by the end of the school year

Objective	Activities	Timeline	Tasks
# middle school students participated in on-site project based learning (Discovery Cube)		to	
X# middle school students achieved a C or better in the AVID elective		to	

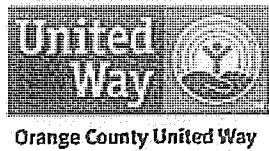
Approved Program Expenditures

Award Amount (New or Renewal)

Line Item	Approved
Award Amount	\$30,400.00

Detailed Program Budget Summary

Line Item	Approved
Salaries and Fringe	\$20,000.00
Consultant Costs	
Supplies for Program ONLY	\$0.00
Travel or Transportation	
Subcontracts	
Direct Client Care or Patient Care Costs	\$0.00
Other Costs	\$10,400.00
Indirect Costs (not to exceed 10% of direct costs)	
Total	\$30,400.00



ORANGE COUNTY UNITED WAY
FACE 2024 | Community Impact
Grant Agreement | Grant Year 2019 - 2020

GRANTEE ORGANIZATION NAME: Anaheim Union High School District

GRANTEE ADDRESS: 501 N. Crescent Way Anaheim, CA 92801

PROJECT DIRECTOR: Carlos Hernandez, Director of Curriculum and Instruction

CONTACT INFORMATION: Carlos Hernandez (714) 999-3576 hernandez_c@auhsd.us

START DATE: September 1, 2019

END DATE: August 31, 2020

This document is to serve as a grant agreement between **Anaheim Union High School District** (grantee) and Orange County United Way (GRANTOR).

GRANT TITLE AND PURPOSE: DG - High Schools

Unless otherwise stated in this Agreement, the Grant Funds will be used specifically as described in Grantee's application/scope of work/program outline and proposed budget (together, the "Application"), which can be located in the Grants e-Management System ("e-CImpact") and in this grant agreement (Attachment A). To the extent that the terms of this Agreement conflict with the terms of the Application, the terms of this Agreement will prevail.

GRANT AMOUNT ("Grant Funds"): \$44,400.00

PAYMENT TERMS: Grant Funds will be payable in four (4) installments of \$11,100 each. The first payment will be made to Grantee within 30 days prior to the start of this Agreement, and each subsequent and final payments will be made to Grantee within 30 days after GRANTOR's receipt and approval of timely reports as required below.

Payments will be mailed to 501 N. Crescent Way Anaheim, CA 92801.

GRANTOR may require Grantee to deplete the current installment of Grant Funds prior to receiving payment of the next installment of Grant Funds. In addition, GRANTOR may withhold the next installment of Grant Funds if the report does not contain all the required information or Grantee has not demonstrated sufficient progress on Project objectives, as determined by GRANTOR in its sole discretion. Within 45 days after the expiration or early termination of this Agreement, Grantee will remit to GRANTOR all unspent funds.

Notwithstanding any provisions in the Application, Grant Funds may not be used for indirect costs in excess of 10% of the direct costs for the Project.

Restrictions on Use of Grant Funds: (A) Except as specifically provided in the Agreement, Grantee will use the Grant Funds exclusively as provided in the budget in e-CImpact. (B) The Grant Funds awarded hereunder may not be obligated or expended prior to the Effective date or subsequent to the Termination Date of this

Agreement. **(C)** Any travel costs covered by Grant Funds must be reasonable and customary, covering only the following as applicable: coach air and train travel, ground travel to the Program, moderate hotel (room and taxes only), and meals (alcoholic beverages excluded).

Collaborating Organizations: Grantee is responsible for ensuring that all Collaborating Organizations comply with the terms of this Agreement, including but not limited to the restrictions on the use of Grant Funds.

REPORTING REQUIREMENTS: Progress Report(s), to include progress updates, demographic, financial reporting, and stories of impact due Quarterly on Q1 & Q2 due 3/16/20; Q3: 6/15/20; and Q4: 9/30/20.

The above reports will not be treated as confidential and may be reviewed and evaluated by third parties. GRANTOR will not be responsible for any damages resulting from the disclosure of the reports to third parties. Further, GRANTOR may share Grant information, including the reports, with donors or with members of the general public.

Grantee agrees to include at least one (1) "story of impact" - a testimonial, a success story, or an impact story related to the funded program, every quarter or every six-month reporting period. If a story is unavailable to be shared, Grantee agrees to provide an explanation in the report form in e-CImpact.

GRANTOR continues to refine its evaluative processes to successfully measure and evaluate GRANTOR's impact. Where appropriate, grantee agrees to participate in the ongoing development of these evaluative processes. Specific areas may include, but are not limited to, the development of shared and individual outcomes for programmatic performance, standards for service delivery and assessment tools.

ACKNOWLEDGEMENTS: Grantee will acknowledge and will cause any sub-grantees and contractors involved in the Program/Project ("Collaborating Organizations") to acknowledge GRANTOR's funding in a conspicuous location on all printed and electronic materials created in connection with the Program/Project ("Materials"); in all educational materials, training sessions, workshops and presentations conducted in connection with the Program/Project; on Grantee's website and social media outlets; and in Grantee's annual report and other donor listings during the funded term.

Acknowledgements; GRANTOR Intellectual Property; Permission to Use Grantee Name and Logo.

(A) Grantee is authorized to and will acknowledge GRANTOR funding of the Project in the Materials as set forth in "Acknowledgements" section of this Agreement. The specific language to be used in such acknowledgements, including how GRANTOR's name and logo will be used, will be agreed to in advance between the parties.

(B) GRANTOR is and will remain the sole and exclusive owner of all rights, title and interest in and to any and all materials that GRANTOR or its employees, agents or contractors permit Grantee to use in connection with the Project, including but not limited to all works of authorship, copyrights, trade names, trademarks, service marks, domain names and other indicia of source (whether registered or not), data and data bases, lists, educational materials and other information and all translations, adaptations, editions, excerpts or derivative works thereof (collectively, "GRANTOR Intellectual Property"). GRANTOR Intellectual Property must not be amended or modified in any manner without GRANTOR's prior written consent. Grantee will include the appropriate attributions for any GRANTOR Intellectual Property used in connection with the Project, which must be approved by GRANTOR in advance of publication.

(C) For the sole purpose of releasing information regarding this Grant and the Project to the general public and new media, GRANTOR is authorized to use the Grantee's name and logo in a fair and accurate manner (and Grantee will cause any and all Collaborating Organizations to grant GRANTOR authorization to use their respective names and logos for the same purposes). Nothing in this Agreement grants any further rights to the Grantee name and logo.

BENEFITS: Grantee will provide the following to GRANTOR: copies of all Materials, at no charge; including without limitation all surveys and tools, methodologies, studies, evaluations, presentations, training and educational materials, photographs, reports, press releases, articles and other publications created in connection with the Project; unlimited access to any raw digital data collected during the Project ("Data"); a summary report of any evaluations received in connection with the Project; any and all surveys or other items submitted by GRANTOR to Grantee for completion regarding this Project; the opportunity for a GRANTOR representative to make site visits.

Program Site Visits: Grantee agrees to schedule and provide program site visits/tours for GRANTOR staff, leadership and /or community stakeholders throughout the grant term, during mutually agreed upon times.

Engagement Opportunities: Grantee agrees to work collaboratively with GRANTOR around engagement opportunities that will highlight its partnership under FACE 2024, which may include but are not limited to the Grantee Speakers Bureau, Campaign(s), and/or Corporate/Community Volunteer Opportunities. Grantee will receive advance notice and guidance from GRANTOR regarding participation and promotion of these activities.

Grantee grants (and shall cause any Collaborating Organizations to grant) to GRANTOR and its affiliates a limited, royalty-free, non-exclusive, non-transferable, worldwide, irrevocable license to use the Materials, or any part thereof and Data (if any provided) for their own non-commercial purposes.

NOTIFICATIONS: Grantee will notify GRANTOR through e-CImpact or other appropriate methods of communication (i.e., email or mailed letter), at least 30 days in advance and must receive prior written approval for any proposed changes to the personnel, design, budget, collaborating organizations, if any, content or specific aims of the Project. GRANTOR will be provided a minimum of 14 days to review and accept or reject any proposed changes. Notwithstanding the above, Grantee may modify the budget without prior approval of GRANTOR, so long as the modification does not (i) change any budget expense subcategory by more than 5%; (ii) increase the amount of any cost above the maximum allowable for a subcategory item (such as indirect or equipment costs); or (iii) result in an expenditure outside of the Grant purpose. In addition to the above notifications, Grantee will promptly notify GRANTOR of (a) any potential or threatened litigation, claim, assessment or audit related to the Project; (b) any challenge that may prevent Grantee from fulfilling the objectives described in the Application, including any issues with Collaborating Organizations; (c) any actual inability to fulfill the objectives in the Application; or (d) the occurrence of any event listed in the Termination of Funding section.

FINANCIAL REVIEW AND AUDIT: Grantee's Financial Statements will be reviewed by GRANTOR's Financial Review Committee (FRC).

Grantee agrees to submit required financial statements/documents (listed below) to GRANTOR **no later than SIX (6) months after** grantee's fiscal year end, unless grantee has requested and been approved for a one-time 30 day extension. All financial statements must be prepared on an accrual basis according to the Generally Accepted

Accounting Principles (GAAP) of the American Institute of Certified Public Accountants (AICPA) for non-profit agencies. Financial statement requirements are based on grantee total revenue as follows:

AGENCY Revenue of \$300,000 and above must submit:

- Board approved independent Financial Audit
- Corresponding management letter – AU-C 265 (regardless of whether or not any material weaknesses are found)

AGENCY Revenue of \$100,000 up to \$299,000 must submit:

- Board approved independent Financial Review may be submitted in lieu of an independent Financial Audit
- Corresponding management letter - AU-C 265 Letter (regardless of whether or not any material weaknesses are found)

AGENCY Revenue Less than \$100,000 must submit:

- A Financial Compilation with full disclosures may be submitted in lieu of an independent Financial Audit or a Financial Review

Grantee's failure to provide required statements can lead to termination of the funded partnership.

GRANT COMPLIANCE – OCUW's GRANT FUNDING POLICIES: Failure to maintain grant compliance may result in grantee's placement in GRANTOR's Monitoring and Support program and may result in the withholding of grant allocations and/or cancellation of grantee's grant at the discretion of GRANTOR's Community Impact Cabinet (CIC) and/or Board of Directors (BOD). It is the responsibility of the grantee to become familiar with and maintain grant compliance throughout the grant term as set forth in this active grant agreement. Grantee agrees to notify GRANTOR in writing, within 30 days, of any failure to meet or maintain compliance with grant requirements.

GRANTOR maintains the right to revise and update policies at will. GRANTOR will advise grantee of any significant policy changes in writing.

MONITORING AND SUPPORT (M&S): OCUW will monitor grantee to ensure all expectations are being met, as outlined in this grant agreement. If or when an issue is identified, OCUW will work closely with grantee through OCUW's Monitoring and Support program to establish an action plan, addressing the issue identified.

Grantee can be placed on M & S for the following issues, which may include, but are not limited to:

1. Concerns about program quality and/or effectiveness as identified by GRANTOR.
2. Financial concerns that cause grantee to receive a score of 30 or less on annual Financial Reviews or Audits.
3. Significant changes to a program that effect the scope of work, program design, and/or quality of services to be provided.
4. Failure to adhere to established reporting deadlines.
5. Submitting incomplete and/or inadequate progress reports.
6. Failure to meet GRANTOR Certification Criteria on an annual basis.
7. Breach of local, State and/or Federal laws.

MERGERS AND ACQUISITIONS: GRANTOR will support grantee in mergers and/or

acquisitions that demonstrate relevance to GRANTOR's funding priorities at the time of merger and/or acquisition. We ask that grantee notify GRANTOR, in writing, of the *intended* merger and/or acquisition three-months (90 days) *prior to* the completion of the merger and/or acquisition, notification to include the following:

- Impact on grantee program(s) funded by GRANTOR.
- Key program elements to be eliminated as a result of the merger and/or acquisition.
- Status of grantee governance, management, administrative costs and financial stability.

After the merger and/or acquisition are complete, the entity assuming legal and fiscal responsibility of GRANTOR funding shall provide GRANTOR with the following information in writing:

- Official date of merger and/or acquisition.
- Date change is to be effective (if different than the date of the merger and/or acquisition).
- Proof of State approval of the new legal entity.
- Letter from the Attorney General that recognizes the dissolution of the acquired grantee.
- Updated roster of the Board of Directors.
- Other information, as requested.

NOTICES: Any notice will be in writing and personally delivered, sent by facsimile or sent via reputable overnight courier (such as Federal Express) or certified mail, postage prepaid and return receipt requested, addressed to the other party at the address specified below (unless otherwise notified in writing by a party):

If to Orange County United Way: **18012 Mitchell South, Irvine, CA 92614**

If to Grantee: At the address on Page 1 of this Agreement of this Agreement or to Fiscal Sponsor: Anaheim Union High School District 501 N. Crescent Way Anaheim, CA 92801

TERMINATION OF FUNDING: GRANTOR or Grantee receiving GRANTOR FACE 2024 grant funds may terminate the funding relationship upon prior 30-day written notice to the other party.

A letter of intent to terminate the funding relationship shall be submitted to GRANTOR by grantee Board President (or appropriate leadership) 30-days prior to the requested termination date. Upon receipt of request for termination of funding, GRANTOR will hold any and all pending grant allocations until final approval is given by GRANTOR's CIC/BOD. When the request for termination of funding is approved by GRANTOR's CIC/BOD, grantee will be notified in writing of this decision.

GRANTOR reserves the right to terminate the funding partnership for just cause(s), including but not limited to, when grantee:

- Fails to meet the funding requirements and expectations as outlined in the grant agreement and other fund distribution policies and procedures
- Ceases operations or the program funded is no longer in operation
- Has not been able to successfully resolve identified concerns resulting in an agency being placed in the Monitoring and Support Program
- Breaches local/City, State, or Federal law(s)
- Experiences significant changes to a program that affects the scope of work, program design, quality of services provided or outcome measurement plan
- Uses funding for a program or other matters, not approved by GRANTOR

This Agreement will be null and void if not executed by both parties within 45 days after Agreement becomes available for execution through e-Clmact/AdobeSign, or email.

By executing this Agreement, Grantee agrees to be bound by the terms and conditions outlined in this Agreement and incorporated herein. The signers below warrant that they have full power and authority to sign for and bind their respective organizations.

BY Anaheim Union High School District:

(Signer must have legal authority to sign on behalf of the entity stated above)

Sign: _____ Date: 2/7/2020

Print Name: Dr. Jaron Fried Title: Assistant Superintendent, Ed. Divion.

If Fiscal Sponsor is applicable, please sign below:

(Signer must have legal authority to sign on behalf of the entity stated above)

Sign: _____ Date: _____

Print Name: _____ Title: _____

BY ORANGE COUNTY UNITED WAY:

Susan B Parks
Susan B Parks (Jan 14, 2020)

Jan 14, 2020

Susan B. Parks | Chief Executive Officer

Date

Emilee Tello
Emilee Tello (Jan 15, 2020)

Jan 15, 2020

Emilee Tello | Chief Financial Officer

Date

Attachment A

Anaheim Union High School District - DG - High Schools

Scope of Work (SOW) / Work Plan

September 1, 2019 to August 31, 2020

Target Population: EDUCATION: Destination Graduation

Goal: X# high school students in the funded program (AVID) have advanced to the next grade level by the end of the school year

Objective	Activities	Timeline	Tasks
# tutor hours provided to high school students		to	
X# high school students achieved a C or better in the AVID elective		to	

Target Population: EDUCATION: Destination Graduation

Goal: X# high school students in the funded program (AVID) have advanced to the next grade level by the end of the school year

Objective	Activities	Timeline	Tasks
# tutor hours provided to high school students		to	
X# high school students in the funded program (AVID) have a 2.0 or above GPA (unweighted)		to	
X# high school students in the funded program (AVID) have enrolled in advanced coursework (AP, Cambridge, IB, Dual, Articulated) allowing them to meet four-year college entrance requirements		to	

Target Population: EDUCATION: Destination Graduation

Goal: X# of senior students in the funded program (AVID) have graduated from high school and are ready to pursue continuing education and/or employment

Objective	Activities	Timeline	Tasks
# tutor hours provided to high school students		to	
X# students in the senior class applied for college admission and/or job placement upon graduation		to	
X# students in the senior class in the funded program (AVID) are UC/CSU eligible		to	
X# students in the senior class in the funded program (AVID) have completed supplemental A-G college and/or career preparatory programs/activities		to	
X# students in the senior class in the funded program (AVID) have graduated high school		to	

Target Population: EDUCATION: Destination Graduation

Goal: X# of senior students in the funded program (AVID) have graduated from high school and are ready to pursue continuing education and/or employment

Objective	Activities	Timeline	Tasks
# tutor hours provided to high school students		to	
X# students of the senior class achieved a C or better in the AVID elective		to	

Approved Program Expenditures

Award Amount (New or Renewal)

Line Item	Approved
Award Amount	\$44,400.00

Detailed Program Budget Summary

Line Item	Approved
Salaries and Fringe	\$20,000.00
Consultant Costs	
Supplies for Program ONLY	\$2,000.00
Travel or Transportation	
Subcontracts	
Direct Client Care or Patient Care Costs	\$0.00
Other Costs	\$22,400.00
Indirect Costs (not to exceed 10% of direct costs)	
Total	\$44,400.00



**ORANGE COUNTY UNITED WAY
FACE 2024 | Community Impact
Grant Agreement | Grant Year 2020**

GRANTEE ORGANIZATION NAME: Anaheim Union High School District

GRANTEE ADDRESS: 501 N. Crescent Way Anaheim, CA 92801

PROJECT DIRECTOR: Carlos Hernandez, Director, Curriculum and Instruction

CONTACT INFORMATION: Carlos Hernandez (714) 999-3576 hernandez_c@auhsd.us

START DATE: January 1, 2020

END DATE: December 31, 2020

This document is to serve as a grant agreement between **Anaheim Union High School District** (grantee) and Orange County United Way (GRANTOR).

GRANT TITLE AND PURPOSE: Anaheim Collaborative for Higher Education

Unless otherwise stated in this Agreement, the Grant Funds will be used specifically as described in Grantee's application/scope of work/program outline and proposed budget (together, the "Application"), which can be located in the Grants e-Management System ("e-CImpact") and in this grant agreement (Attachment A). To the extent that the terms of this Agreement conflict with the terms of the Application, the terms of this Agreement will prevail.

GRANT AMOUNT ("Grant Funds"): \$25,000.00

PAYMENT TERMS: Grant Funds will be payable in four (4) installments of \$6,250. The first payment will be made to Grantee within 30 days prior to the start of this Agreement, and each subsequent and final payments will be made to Grantee within 30 days after GRANTOR's receipt and approval of timely reports as required below.

Payments will be mailed to 501 N. Crescent Way Anaheim, CA 92801.

GRANTOR may require Grantee to deplete the current installment of Grant Funds prior to receiving payment of the next installment of Grant Funds. In addition, GRANTOR may withhold the next installment of Grant Funds if the report does not contain all the required information or Grantee has not demonstrated sufficient progress on Project objectives, as determined by GRANTOR in its sole discretion. Within 45 days after the expiration or early termination of this Agreement, Grantee will remit to GRANTOR all unspent funds.

Notwithstanding any provisions in the Application, Grant Funds may not be used for indirect costs in excess of 10% of the direct costs for the Project.

Restrictions on Use of Grant Funds: (A) Except as specifically provided in the Agreement, Grantee will use the Grant Funds exclusively as provided in the budget in e-CImpact. (B) The Grant Funds awarded hereunder may not be obligated or expended prior to the Effective date or subsequent to the Termination Date of this Agreement. (C) Any travel costs covered by Grant Funds must be reasonable and

customary, covering only the following as applicable: coach air and train travel, ground travel to the Program, moderate hotel (room and taxes only), and meals (alcoholic beverages excluded).

Collaborating Organizations: Grantee is responsible for ensuring that all Collaborating Organizations comply with the terms of this Agreement, including but not limited to the restrictions on the use of Grant Funds.

REPORTING REQUIREMENTS: Progress Report(s), to include progress updates, demographic, financial reporting, and stories of impact due Quarterly on 4/15/20; 7/15/20; 10/15/20; and 1/29/21.

The above reports will not be treated as confidential and may be reviewed and evaluated by third parties. GRANTOR will not be responsible for any damages resulting from the disclosure of the reports to third parties. Further, GRANTOR may share Grant information, including the reports, with donors or with members of the general public.

Grantee agrees to include at least one (1) "story of impact" - a testimonial, a success story, or an impact story related to the funded program, every quarter or every six-month reporting period. If a story is unavailable to be shared, Grantee agrees to provide an explanation in the report form in e-CImpact.

GRANTOR continues to refine its evaluative processes to successfully measure and evaluate GRANTOR's impact. Where appropriate, grantee agrees to participate in the ongoing development of these evaluative processes. Specific areas may include, but are not limited to, the development of shared and individual outcomes for programmatic performance, standards for service delivery and assessment tools.

ACKNOWLEDGEMENTS: Grantee will acknowledge and will cause any sub-grantees and contractors involved in the Program/Project ("Collaborating Organizations") to acknowledge GRANTOR's funding in a conspicuous location on all printed and electronic materials created in connection with the Program/Project ("Materials"); in all educational materials, training sessions, workshops and presentations conducted in connection with the Program/Project; on Grantee's website and social media outlets; and in Grantee's annual report and other donor listings during the funded term.

Acknowledgements: GRANTOR Intellectual Property; Permission to Use Grantee Name and Logo.

(A) Grantee is authorized to and will acknowledge GRANTOR funding of the Project in the Materials as set forth in "Acknowledgements" section of this Agreement. The specific language to be used in such acknowledgements, including how GRANTOR's name and logo will be used, will be agreed to in advance between the parties.

(B) GRANTOR is and will remain the sole and exclusive owner of all rights, title and interest in and to any and all materials that GRANTOR or its employees, agents or contractors permit Grantee to use in connection with the Project, including but not limited to all works of authorship, copyrights, trade names, trademarks, service marks, domain names and other indicia of source (whether registered or not), data and data bases, lists, educational materials and other information and all translations, adaptations, editions, excerpts or derivative works thereof (collectively, "GRANTOR Intellectual Property"). GRANTOR Intellectual Property must not be amended or modified in any manner without GRANTOR's prior written consent. Grantee will include the appropriate attributions for any GRANTOR Intellectual Property used in connection with the Project, which must be approved by GRANTOR in advance of publication.

(C) For the sole purpose of releasing information regarding this Grant and the Project to the general public and new media, GRANTOR is authorized to use the Grantee's name and logo in a fair and accurate manner (and Grantee will cause any and all Collaborating Organizations to grant GRANTOR authorization to use their respective names and logos for the same purposes). Nothing in this Agreement grants any further rights to the Grantee name and logo.

BENEFITS: Grantee will provide the following to GRANTOR: copies of all Materials, at no charge, including without limitation all surveys and tools, methodologies, studies, evaluations, presentations, training and educational materials, photographs, reports, press releases, articles and other publications created in connection with the Project; unlimited access to any raw digital data collected during the Project ("Data"); a summary report of any evaluations received in connection with the Project; any and all surveys or other items submitted by GRANTOR to Grantee for completion regarding this Project; the opportunity for a GRANTOR representative to make site visits.

Program Site Visits: Grantee agrees to schedule and provide program site visits/tours for GRANTOR staff, leadership and /or community stakeholders throughout the grant term, during mutually agreed upon times.

Engagement Opportunities: Grantee agrees to work collaboratively with GRANTOR around engagement opportunities that will highlight its partnership under FACE 2024, which may include but are not limited to the Grantee Speakers Bureau, Campaign(s), and/or Corporate/Community Volunteer Opportunities. Grantee will receive advance notice and guidance from GRANTOR regarding participation and promotion of these activities.

Grantee grants (and shall cause any Collaborating Organizations to grant) to GRANTOR and its affiliates a limited, royalty-free, non-exclusive, non-transferable, worldwide, irrevocable license to use the Materials, or any part thereof and Data (if any provided) for their own non-commercial purposes.

NOTIFICATIONS: Grantee will notify GRANTOR through e-CImpact or other appropriate methods of communication (i.e., email or mailed letter), at least 30 days in advance and must receive prior written approval for any proposed changes to the personnel, design, budget, collaborating organizations, if any, content or specific aims of the Project. GRANTOR will be provided a minimum of 14 days to review and accept or reject any proposed changes. Notwithstanding the above, Grantee may modify the budget without prior approval of GRANTOR, so long as the modification does not (i) change any budget expense subcategory by more than 5%; (ii) increase the amount of any cost above the maximum allowable for a subcategory item (such as indirect or equipment costs); or (iii) result in an expenditure outside of the Grant purpose. In addition to the above notifications, Grantee will promptly notify GRANTOR of (a) any potential or threatened litigation, claim, assessment or audit related to the Project; (b) any challenge that may prevent Grantee from fulfilling the objectives described in the Application, including any issues with Collaborating Organizations; (c) any actual inability to fulfill the objectives in the Application; or (d) the occurrence of any event listed in the Termination of Funding section.

FINANCIAL REVIEW AND AUDIT: Grantee's Financial Statements will be reviewed by GRANTOR's Financial Review Committee (FRC).

Grantee agrees to submit required financial statements/documents (listed below) to GRANTOR **no later than SIX (6) months after** grantee's fiscal year end, unless grantee has requested and been approved for a one-time 30 day extension. All financial statements must be prepared on an accrual basis according to the Generally Accepted

Accounting Principles (GAAP) of the American Institute of Certified Public Accountants (AICPA) for non-profit agencies. Financial statement requirements are based on grantee total revenue as follows:

AGENCY Revenue of \$300,000 and above must submit:

- Board approved independent Financial Audit
- Corresponding management letter – AU-C 265 (regardless of whether or not any material weaknesses are found)

AGENCY Revenue of \$100,000 up to \$299,000 must submit:

- Board approved independent Financial Review may be submitted in lieu of an independent Financial Audit
- Corresponding management letter - AU-C 265 Letter (regardless of whether or not any material weaknesses are found)

AGENCY Revenue Less than \$100,000 must submit:

- A Financial Compilation with full disclosures may be submitted in lieu of an independent Financial Audit or a Financial Review

Grantee's failure to provide required statements can lead to termination of the funded partnership.

GRANT COMPLIANCE – OCUW's GRANT FUNDING POLICIES: Failure to maintain grant compliance may result in grantee's placement in GRANTOR's Monitoring and Support program and may result in the withholding of grant allocations and/or cancellation of grantee's grant at the discretion of GRANTOR's Community Impact Cabinet (CIC) and/or Board of Directors (BOD). It is the responsibility of the grantee to become familiar with and maintain grant compliance throughout the grant term as set forth in this active grant agreement. Grantee agrees to notify GRANTOR in writing, within 30 days, of any failure to meet or maintain compliance with grant requirements.

GRANTOR maintains the right to revise and update policies at will. GRANTOR will advise grantee of any significant policy changes in writing.

MONITORING AND SUPPORT (M&S): OCUW will monitor grantee to ensure all expectations are being met, as outlined in this grant agreement. If or when an issue is identified, OCUW will work closely with grantee through OCUW's Monitoring and Support program to establish an action plan, addressing the issue identified.

Grantee can be placed on M & S for the following issues, which may include, but are not limited to:

1. Concerns about program quality and/or effectiveness as identified by GRANTOR.
2. Financial concerns that cause grantee to receive a score of 30 or less on annual Financial Reviews or Audits.
3. Significant changes to a program that effect the scope of work, program design, and/or quality of services to be provided.
4. Failure to adhere to established reporting deadlines.
5. Submitting incomplete and/or inadequate progress reports.
6. Failure to meet GRANTOR Certification Criteria on an annual basis.
7. Breach of local, State and/or Federal laws.

MERGERS AND ACQUISITIONS: GRANTOR will support grantee in mergers and/or

acquisitions that demonstrate relevance to GRANTOR's funding priorities at the time of merger and/or acquisition. We ask that grantee notify GRANTOR, in writing, of the *intended* merger and/or acquisition three-months (90 days) *prior to* the completion of the merger and/or acquisition, notification to include the following:

- Impact on grantee program(s) funded by GRANTOR.
- Key program elements to be eliminated as a result of the merger and/or acquisition.
- Status of grantee governance, management, administrative costs and financial stability.

After the merger and/or acquisition are complete, the entity assuming legal and fiscal responsibility of GRANTOR funding shall provide GRANTOR with the following information in writing:

- Official date of merger and/or acquisition.
- Date change is to be effective (if different than the date of the merger and/or acquisition).
- Proof of State approval of the new legal entity.
- Letter from the Attorney General that recognizes the dissolution of the acquired grantee.
- Updated roster of the Board of Directors.
- Other information, as requested.

NOTICES: Any notice will be in writing and personally delivered, sent by facsimile or sent via reputable overnight courier (such as Federal Express) or certified mail, postage prepaid and return receipt requested, addressed to the other party at the address specified below (unless otherwise notified in writing by a party):

If to Orange County United Way: **18012 Mitchell South, Irvine, CA 92614**

If to Grantee: At the address on Page 1 of this Agreement of this Agreement or to Fiscal Sponsor: Anaheim Union High School District 501 N. Crescent Way Anaheim, CA 92801

TERMINATION OF FUNDING: GRANTOR or Grantee receiving GRANTOR FACE 2024 grant funds may terminate the funding relationship upon prior 30-day written notice to the other party.

A letter of intent to terminate the funding relationship shall be submitted to GRANTOR by grantee Board President (or appropriate leadership) 30-days prior to the requested termination date. Upon receipt of request for termination of funding, GRANTOR will hold any and all pending grant allocations until final approval is given by GRANTOR's CIC/BOD. When the request for termination of funding is approved by GRANTOR's CIC/BOD, grantee will be notified in writing of this decision.

GRANTOR reserves the right to terminate the funding partnership for just cause(s), including but not limited to, when grantee:

- Fails to meet the funding requirements and expectations as outlined in the grant agreement and other fund distribution policies and procedures
- Ceases operations or the program funded is no longer in operation
- Has not been able to successfully resolve identified concerns resulting in an agency being placed in the Monitoring and Support Program
- Breaches local/City, State, or Federal law(s)
- Experiences significant changes to a program that affects the scope of work, program design, quality of services provided or outcome measurement plan
- Uses funding for a program or other matters, not approved by GRANTOR

This Agreement will be null and void if not executed by both parties within 45 days after Agreement becomes available for execution through e-Clmact/AdobeSign, or email.

By executing this Agreement, Grantee agrees to be bound by the terms and conditions outlined in this Agreement and incorporated herein. The signers below warrant that they have full power and authority to sign for and bind their respective organizations.

BY Anaheim Union High School District:

(Signer must have legal authority to sign on behalf of the entity stated above)

Sign: _____ Date: 2/7/2020

Print Name: Dr. Jaron Fried Title: Assistant Superintendent, Ed. Division

If Fiscal Sponsor is applicable, please sign below:

(Signer must have legal authority to sign on behalf of the entity stated above)

Sign: _____ Date: _____

Print Name: _____ Title: _____

BY ORANGE COUNTY UNITED WAY:

Susan B Parks
Susan B Parks (Jan 14, 2020)

Jan 14, 2020

Susan B. Parks | Chief Executive Officer

Date

Emilee Tello
Emilee Tello (Jan 14, 2020)

Jan 14, 2020

Emilee Tello | Chief Financial Officer

Date

Attachment A

Anaheim Union High School District - Anaheim Collaborative for Higher Education

Scope of Work (SOW) / Work Plan

January 1, 2020 to December 31, 2020

Target Population: EDUCATION: Non-General

Goal: Cut the high school dropout rate in half.

Objective	Activities	Timeline	Tasks
Our focus through our Anaheim Collaborative is provide all students with an intentional comprehensive support system to ensure access to opportunities and services that prepares them to successfully complete their college and career goals. This focus will have a direct and intentional positive impact on cutting the dropout rate.	Our Anaheim Collaborative Implementation Teams meet quarterly and are designed to ensure the faithful implementation of the Anaheim Union Educational Pledge at each of our school sites. These implementation teams are the site College and Career Access Teams, which meet frequently with lead teachers, community partners, counselors, administrators and our Family and Community Engagement Specialists (FACES) to ensure that all students are college and career ready.	1/1/2020 to 12/31/2020	The Pledge Implementation Matrix along with other support documents is how we ensure the faithful implementation and execution of our Pledge.

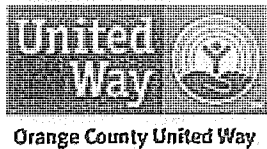
Approved Program Expenditures

Award Amount (New or Renewal)

Line Item	Approved
Award Amount	\$25,000.00

Detailed Program Budget Summary

Line Item	Approved
Salaries and Fringe	\$0.00
Consultant Costs	
Supplies for Program ONLY	\$23,000.00
Travel or Transportation	
Subcontracts	
Direct Client Care or Patient Care Costs	\$0.00
Other Costs	\$0.00
Indirect Costs (not to exceed 10% of direct costs)	\$2,000.00
Total	\$25,000.00



**ORANGE COUNTY UNITED WAY
FACE 2024 | Community Impact
Grant Agreement | Grant Year 2020**

GRANTEE ORGANIZATION NAME: Anaheim Union High School District

GRANTEE ADDRESS: 501 N. Crescent Way Anaheim, CA 92801

PROJECT DIRECTOR: Carlos Hernandez, Director, Curriculum and Instruction

CONTACT INFORMATION: Carlos Hernandez (714) 999-3576 hernandez_c@auhsd.us

START DATE: January 1, 2020

END DATE: December 31, 2020

This document is to serve as a grant agreement between **Anaheim Union High School District** (grantee) and Orange County United Way (GRANTOR).

GRANT TITLE AND PURPOSE: Anaheim's Innovative Mentoring Experience (AIME)

Unless otherwise stated in this Agreement, the Grant Funds will be used specifically as described in Grantee's application/scope of work/program outline and proposed budget (together, the "Application"), which can be located in the Grants e-Management System ("e-CImpact") and in this grant agreement (Attachment A). To the extent that the terms of this Agreement conflict with the terms of the Application, the terms of this Agreement will prevail.

GRANT AMOUNT ("Grant Funds"): \$85,000.00

PAYMENT TERMS: Grant Funds will be payable in four (4) installments of \$21,250 each. The first payment will be made to Grantee within 30 days prior to the start of this Agreement, and each subsequent and final payments will be made to Grantee within 30 days after GRANTOR's receipt and approval of timely reports as required below.

Payments will be mailed to 501 N. Crescent Way Anaheim, CA 92801.

GRANTOR may require Grantee to deplete the current installment of Grant Funds prior to receiving payment of the next installment of Grant Funds. In addition, GRANTOR may withhold the next installment of Grant Funds if the report does not contain all the required information or Grantee has not demonstrated sufficient progress on Project objectives, as determined by GRANTOR in its sole discretion. Within 45 days after the expiration or early termination of this Agreement, Grantee will remit to GRANTOR all unspent funds.

Notwithstanding any provisions in the Application, Grant Funds may not be used for indirect costs in excess of 10% of the direct costs for the Project.

Restrictions on Use of Grant Funds: (A) Except as specifically provided in the Agreement, Grantee will use the Grant Funds exclusively as provided in the budget in e-CImpact. (B) The Grant Funds awarded hereunder may not be obligated or expended prior to the Effective date or subsequent to the Termination Date of this

Agreement. **(C)** Any travel costs covered by Grant Funds must be reasonable and customary, covering only the following as applicable: coach air and train travel, ground travel to the Program, moderate hotel (room and taxes only), and meals (alcoholic beverages excluded).

Collaborating Organizations: Grantee is responsible for ensuring that all Collaborating Organizations comply with the terms of this Agreement, including but not limited to the restrictions on the use of Grant Funds.

REPORTING REQUIREMENTS: Progress Report(s), to include progress updates, demographic, financial reporting, and stories of impact due Quarterly on 4/15/20; 7/15/20; 10/15/20; and 1/29/21.

The above reports will not be treated as confidential and may be reviewed and evaluated by third parties. GRANTOR will not be responsible for any damages resulting from the disclosure of the reports to third parties. Further, GRANTOR may share Grant information, including the reports, with donors or with members of the general public.

Grantee agrees to include at least one (1) "story of impact" - a testimonial, a success story, or an impact story related to the funded program, every quarter or every six-month reporting period. If a story is unavailable to be shared, Grantee agrees to provide an explanation in the report form in e-Impact.

GRANTOR continues to refine its evaluative processes to successfully measure and evaluate GRANTOR's impact. Where appropriate, grantee agrees to participate in the ongoing development of these evaluative processes. Specific areas may include, but are not limited to, the development of shared and individual outcomes for programmatic performance, standards for service delivery and assessment tools.

ACKNOWLEDGEMENTS: Grantee will acknowledge and will cause any sub-grantees and contractors involved in the Program/Project ("Collaborating Organizations") to acknowledge GRANTOR's funding in a conspicuous location on all printed and electronic materials created in connection with the Program/Project ("Materials"); in all educational materials, training sessions, workshops and presentations conducted in connection with the Program/Project; on Grantee's website and social media outlets; and in Grantee's annual report and other donor listings during the funded term.

Acknowledgements: GRANTOR Intellectual Property: Permission to Use Grantee Name and Logo.

(A) Grantee is authorized to and will acknowledge GRANTOR funding of the Project in the Materials as set forth in "Acknowledgements" section of this Agreement. The specific language to be used in such acknowledgements, including how GRANTOR's name and logo will be used, will be agreed to in advance between the parties.

(B) GRANTOR is and will remain the sole and exclusive owner of all rights, title and interest in and to any and all materials that GRANTOR or its employees, agents or contractors permit Grantee to use in connection with the Project, including but not limited to all works of authorship, copyrights, trade names, trademarks, service marks, domain names and other indicia of source (whether registered or not), data and data bases, lists, educational materials and other information and all translations, adaptations, editions, excerpts or derivative works thereof (collectively, "GRANTOR Intellectual Property"). GRANTOR Intellectual Property must not be amended or modified in any manner without GRANTOR's prior written consent. Grantee will include the appropriate attributions for any GRANTOR Intellectual Property used in connection with the Project, which must be approved by GRANTOR in advance of publication.

(C) For the sole purpose of releasing information regarding this Grant and the Project to the general public and new media, GRANTOR is authorized to use the Grantee's name and logo in a fair and accurate manner (and Grantee will cause any and all Collaborating Organizations to grant GRANTOR authorization to use their respective names and logos for the same purposes). Nothing in this Agreement grants any further rights to the Grantee name and logo.

BENEFITS: Grantee will provide the following to GRANTOR: copies of all Materials, at no charge, including without limitation all surveys and tools, methodologies, studies, evaluations, presentations, training and educational materials, photographs, reports, press releases, articles and other publications created in connection with the Project; unlimited access to any raw digital data collected during the Project ("Data"); a summary report of any evaluations received in connection with the Project; any and all surveys or other items submitted by GRANTOR to Grantee for completion regarding this Project; the opportunity for a GRANTOR representative to make site visits.

Program Site Visits: Grantee agrees to schedule and provide program site visits/tours for GRANTOR staff, leadership and /or community stakeholders throughout the grant term, during mutually agreed upon times.

Engagement Opportunities: Grantee agrees to work collaboratively with GRANTOR around engagement opportunities that will highlight its partnership under FACE 2024, which may include but are not limited to the Grantee Speakers Bureau, Campaign(s), and/or Corporate/Community Volunteer Opportunities. Grantee will receive advance notice and guidance from GRANTOR regarding participation and promotion of these activities.

Grantee grants (and shall cause any Collaborating Organizations to grant) to GRANTOR and its affiliates a limited, royalty-free, non-exclusive, non-transferable, worldwide, irrevocable license to use the Materials, or any part thereof and Data (if any provided) for their own non-commercial purposes.

NOTIFICATIONS: Grantee will notify GRANTOR through e-CImpact or other appropriate methods of communication (i.e., email or mailed letter), at least 30 days in advance and must receive prior written approval for any proposed changes to the personnel, design, budget, collaborating organizations, if any, content or specific aims of the Project. GRANTOR will be provided a minimum of 14 days to review and accept or reject any proposed changes. Notwithstanding the above, Grantee may modify the budget without prior approval of GRANTOR, so long as the modification does not (i) change any budget expense subcategory by more than 5%; (ii) increase the amount of any cost above the maximum allowable for a subcategory item (such as indirect or equipment costs); or (iii) result in an expenditure outside of the Grant purpose. In addition to the above notifications, Grantee will promptly notify GRANTOR of (a) any potential or threatened litigation, claim, assessment or audit related to the Project; (b) any challenge that may prevent Grantee from fulfilling the objectives described in the Application, including any issues with Collaborating Organizations; (c) any actual inability to fulfill the objectives in the Application; or (d) the occurrence of any event listed in the Termination of Funding section.

FINANCIAL REVIEW AND AUDIT: Grantee's Financial Statements will be reviewed by GRANTOR's Financial Review Committee (FRC).

Grantee agrees to submit required financial statements/documents (listed below) to GRANTOR **no later than SIX (6) months after** grantee's fiscal year end, unless grantee has requested and been approved for a one-time 30 day extension. All financial statements must be prepared on an accrual basis according to the Generally Accepted

Accounting Principles (GAAP) of the American Institute of Certified Public Accountants (AICPA) for non-profit agencies. Financial statement requirements are based on grantee total revenue as follows:

AGENCY Revenue of \$300,000 and above must submit:

- Board approved independent Financial Audit
- Corresponding management letter – AU-C 265 (regardless of whether or not any material weaknesses are found)

AGENCY Revenue of \$100,000 up to \$299,000 must submit:

- Board approved independent Financial Review may be submitted in lieu of an independent Financial Audit
- Corresponding management letter - AU-C 265 Letter (regardless of whether or not any material weaknesses are found)

AGENCY Revenue Less than \$100,000 must submit:

- A Financial Compilation with full disclosures may be submitted in lieu of an independent Financial Audit or a Financial Review

Grantee's failure to provide required statements can lead to termination of the funded partnership.

GRANT COMPLIANCE – OCUW's GRANT FUNDING POLICIES: Failure to maintain grant compliance may result in grantee's placement in GRANTOR's Monitoring and Support program and may result in the withholding of grant allocations and/or cancellation of grantee's grant at the discretion of GRANTOR's Community Impact Cabinet (CIC) and/or Board of Directors (BOD). It is the responsibility of the grantee to become familiar with and maintain grant compliance throughout the grant term as set forth in this active grant agreement. Grantee agrees to notify GRANTOR in writing, within 30 days, of any failure to meet or maintain compliance with grant requirements.

GRANTOR maintains the right to revise and update policies at will. GRANTOR will advise grantee of any significant policy changes in writing.

MONITORING AND SUPPORT (M&S): OCUW will monitor grantee to ensure all expectations are being met, as outlined in this grant agreement. If or when an issue is identified, OCUW will work closely with grantee through OCUW's Monitoring and Support program to establish an action plan, addressing the issue identified.

Grantee can be placed on M & S for the following issues, which may include, but are not limited to:

1. Concerns about program quality and/or effectiveness as identified by GRANTOR.
2. Financial concerns that cause grantee to receive a score of 30 or less on annual Financial Reviews or Audits.
3. Significant changes to a program that effect the scope of work, program design, and/or quality of services to be provided.
4. Failure to adhere to established reporting deadlines.
5. Submitting incomplete and/or inadequate progress reports.
6. Failure to meet GRANTOR Certification Criteria on an annual basis.
7. Breach of local, State and/or Federal laws.

MERGERS AND ACQUISITIONS: GRANTOR will support grantee in mergers and/or

acquisitions that demonstrate relevance to GRANTOR's funding priorities at the time of merger and/or acquisition. We ask that grantee notify GRANTOR, in writing, of the *intended* merger and/or acquisition three-months (90 days) *prior to* the completion of the merger and/or acquisition, notification to include the following:

- Impact on grantee program(s) funded by GRANTOR.
- Key program elements to be eliminated as a result of the merger and/or acquisition.
- Status of grantee governance, management, administrative costs and financial stability.

After the merger and/or acquisition are complete, the entity assuming legal and fiscal responsibility of GRANTOR funding shall provide GRANTOR with the following information in writing:

- Official date of merger and/or acquisition.
- Date change is to be effective (if different than the date of the merger and/or acquisition).
- Proof of State approval of the new legal entity.
- Letter from the Attorney General that recognizes the dissolution of the acquired grantee.
- Updated roster of the Board of Directors.
- Other information, as requested.

NOTICES: Any notice will be in writing and personally delivered, sent by facsimile or sent via reputable overnight courier (such as Federal Express) or certified mail, postage prepaid and return receipt requested, addressed to the other party at the address specified below (unless otherwise notified in writing by a party):

If to Orange County United Way: **18012 Mitchell South, Irvine, CA 92614**

If to Grantee: At the address on Page 1 of this Agreement of this Agreement or to Fiscal Sponsor: Anaheim Union High School District 501 N. Crescent Way Anaheim, CA 92801

TERMINATION OF FUNDING: GRANTOR or Grantee receiving GRANTOR FACE 2024 grant funds may terminate the funding relationship upon prior 30-day written notice to the other party.

A letter of intent to terminate the funding relationship shall be submitted to GRANTOR by grantee Board President (or appropriate leadership) 30-days prior to the requested termination date. Upon receipt of request for termination of funding, GRANTOR will hold any and all pending grant allocations until final approval is given by GRANTOR's CIC/BOD. When the request for termination of funding is approved by GRANTOR's CIC/BOD, grantee will be notified in writing of this decision.

GRANTOR reserves the right to terminate the funding partnership for just cause(s), including but not limited to, when grantee:

- Fails to meet the funding requirements and expectations as outlined in the grant agreement and other fund distribution policies and procedures
- Ceases operations or the program funded is no longer in operation
- Has not been able to successfully resolve identified concerns resulting in an agency being placed in the Monitoring and Support Program
- Breaches local/City, State, or Federal law(s)
- Experiences significant changes to a program that affects the scope of work, program design, quality of services provided or outcome measurement plan
- Uses funding for a program or other matters, not approved by GRANTOR

This Agreement will be null and void if not executed by both parties within 45 days after Agreement becomes available for execution through e-Clmact/AdobeSign, or email.

By executing this Agreement, Grantee agrees to be bound by the terms and conditions outlined in this Agreement and incorporated herein. The signers below warrant that they have full power and authority to sign for and bind their respective organizations.

BY Anaheim Union High School District:

(Signer must have legal authority to sign on behalf of the entity stated above)

Sign: _____ Date: 2/7/2020

Print Name: Dr. Jaron Fried Title: Assistant Superintendent, Ed. Division

If Fiscal Sponsor is applicable, please sign below:

(Signer must have legal authority to sign on behalf of the entity stated above)

Sign: _____ Date: _____

Print Name: _____ Title: _____

BY ORANGE COUNTY UNITED WAY:

Susan B Parks
Susan B Parks (Jan 14, 2020)

Jan 14, 2020

Susan B. Parks | Chief Executive Officer

Date

Emilee Tello
Emilee Tello (Jan 15, 2020)

Jan 15, 2020

Emilee Tello | Chief Financial Officer

Date

Attachment A

Anaheim Union High School District - Anaheim's Innovative Mentoring Experience (AIME)

Scope of Work (SOW) / Work Plan

January 1, 2020 to December 31, 2020

Target Population: EDUCATION: Non-General

Goal: Cut the high school dropout rate in half.

Objective	Activities	Timeline	Tasks
Our intention in providing the internship is to help students make decisions about their college and career plans. A career focus is likely to provide students with the motivation not only to finish high school, but to continue their education at a community college, university, or technical school.	<ul style="list-style-type: none"> * Provide internship experiences for 105 students * Provide internship coordinators to assist students in reflecting on their internship experience, and to reflect on the application of the 5 Cs (communication, collaboration, critical thinking, creativity, and character) in the workplace.* Provide a college-level, dual enrollment class to provide students with additional career readiness skills 	1/6/2020 to 12/31/2020	We will have student complete a Career Readiness Skills pre- and post-survey and will also analyze students' reflections on their internship experience to evaluate its immediate impact. In addition, we will track students' graduation rate, A-G completion rate, and post-secondary plans to evaluate the effectiveness of the program.

Approved Program Expenditures

Award Amount (New or Renewal)

Line Item	Approved
Award Amount	\$85,000.00

Detailed Program Budget Summary

Line Item	Approved
Salaries and Fringe	\$800.00
Consultant Costs	\$800.00
Supplies for Program ONLY	\$19,448.00
Travel or Transportation	\$952.00
Subcontracts	
Direct Client Care or Patient Care Costs	\$0.00
Other Costs	\$63,000.00
Indirect Costs (not to exceed 10% of direct costs)	
Total	\$85,000.00



**ORANGE COUNTY UNITED WAY
FACE 2024 | Community Impact
Grant Agreement | Grant Year 2020**

GRANTEE ORGANIZATION NAME: Anaheim Union High School District

GRANTEE ADDRESS: 501 N. Crescent Way Anaheim, CA 92801

PROJECT DIRECTOR: Carlos Hernandez

CONTACT INFORMATION: Carlos Hernandez (714) 999-3576 hernandez_c@auhsd.us

START DATE: January 1, 2020

END DATE: December 31, 2020

This document is to serve as a grant agreement between **Anaheim Union High School District** (grantee) and Orange County United Way (GRANTOR).

GRANT TITLE AND PURPOSE: ILC HS Dropout Prevention

Unless otherwise stated in this Agreement, the Grant Funds will be used specifically as described in Grantee's application/scope of work/program outline and proposed budget (together, the "Application"), which can be located in the Grants e-Management System ("e-CImpact") and in this grant agreement (Attachment A). To the extent that the terms of this Agreement conflict with the terms of the Application, the terms of this Agreement will prevail.

GRANT AMOUNT ("Grant Funds"): \$80,000.00

PAYMENT TERMS: Grant Funds will be payable in four (4) installments of \$20,000 each. The first payment will be made to Grantee within 30 days prior to the start of this Agreement, and each subsequent and final payments will be made to Grantee within 30 days after GRANTOR's receipt and approval of timely reports as required below.

Payments will be mailed to 501 N. Crescent Way Anaheim, CA 92801.

GRANTOR may require Grantee to deplete the current installment of Grant Funds prior to receiving payment of the next installment of Grant Funds. In addition, GRANTOR may withhold the next installment of Grant Funds if the report does not contain all the required information or Grantee has not demonstrated sufficient progress on Project objectives, as determined by GRANTOR in its sole discretion. Within 45 days after the expiration or early termination of this Agreement, Grantee will remit to GRANTOR all unspent funds.

Notwithstanding any provisions in the Application, Grant Funds may not be used for indirect costs in excess of 10% of the direct costs for the Project.

Restrictions on Use of Grant Funds: (A) Except as specifically provided in the Agreement, Grantee will use the Grant Funds exclusively as provided in the budget in e-CImpact. (B) The Grant Funds awarded hereunder may not be obligated or expended prior to the Effective date or subsequent to the Termination Date of this

Agreement. (C) Any travel costs covered by Grant Funds must be reasonable and customary, covering only the following as applicable: coach air and train travel, ground travel to the Program, moderate hotel (room and taxes only), and meals (alcoholic beverages excluded).

Collaborating Organizations: Grantee is responsible for ensuring that all Collaborating Organizations comply with the terms of this Agreement, including but not limited to the restrictions on the use of Grant Funds.

REPORTING REQUIREMENTS: Progress Report(s), to include progress updates, demographic, financial reporting, and stories of impact due Quarterly on 4/15/20; 7/15/20; 10/15/20; and 1/29/21.

The above reports will not be treated as confidential and may be reviewed and evaluated by third parties. GRANTOR will not be responsible for any damages resulting from the disclosure of the reports to third parties. Further, GRANTOR may share Grant information, including the reports, with donors or with members of the general public.

Grantee agrees to include at least one (1) "story of impact" - a testimonial, a success story, or an impact story related to the funded program, every quarter or every six-month reporting period. If a story is unavailable to be shared, Grantee agrees to provide an explanation in the report form in e-CImpact.

GRANTOR continues to refine its evaluative processes to successfully measure and evaluate GRANTOR's impact. Where appropriate, grantee agrees to participate in the ongoing development of these evaluative processes. Specific areas may include, but are not limited to, the development of shared and individual outcomes for programmatic performance, standards for service delivery and assessment tools.

ACKNOWLEDGEMENTS: Grantee will acknowledge and will cause any sub-grantees and contractors involved in the Program/Project ("Collaborating Organizations") to acknowledge GRANTOR's funding in a conspicuous location on all printed and electronic materials created in connection with the Program/Project ("Materials"); in all educational materials, training sessions, workshops and presentations conducted in connection with the Program/Project; on Grantee's website and social media outlets; and in Grantee's annual report and other donor listings during the funded term.

Acknowledgements; GRANTOR Intellectual Property; Permission to Use Grantee Name and Logo.

(A) Grantee is authorized to and will acknowledge GRANTOR funding of the Project in the Materials as set forth in "Acknowledgements" section of this Agreement. The specific language to be used in such acknowledgements, including how GRANTOR's name and logo will be used, will be agreed to in advance between the parties.

(B) GRANTOR is and will remain the sole and exclusive owner of all rights, title and interest in and to any and all materials that GRANTOR or its employees, agents or contractors permit Grantee to use in connection with the Project, including but not limited to all works of authorship, copyrights, trade names, trademarks, service marks, domain names and other indicia of source (whether registered or not), data and data bases, lists, educational materials and other information and all translations, adaptations, editions, excerpts or derivative works thereof (collectively, "GRANTOR Intellectual Property"). GRANTOR Intellectual Property must not be amended or modified in any manner without GRANTOR's prior written consent. Grantee will include the appropriate attributions for any GRANTOR Intellectual Property used in connection with the Project, which must be approved by GRANTOR in advance of publication.

(C) For the sole purpose of releasing information regarding this Grant and the Project to the general public and new media, GRANTOR is authorized to use the Grantee's name and logo in a fair and accurate manner (and Grantee will cause any and all Collaborating Organizations to grant GRANTOR authorization to use their respective names and logos for the same purposes). Nothing in this Agreement grants any further rights to the Grantee name and logo.

BENEFITS: Grantee will provide the following to GRANTOR: copies of all Materials, at no charge, including without limitation all surveys and tools, methodologies, studies, evaluations, presentations, training and educational materials, photographs, reports, press releases, articles and other publications created in connection with the Project; unlimited access to any raw digital data collected during the Project ("Data"); a summary report of any evaluations received in connection with the Project; any and all surveys or other items submitted by GRANTOR to Grantee for completion regarding this Project; the opportunity for a GRANTOR representative to make site visits.

Program Site Visits: Grantee agrees to schedule and provide program site visits/tours for GRANTOR staff, leadership and /or community stakeholders throughout the grant term, during mutually agreed upon times.

Engagement Opportunities: Grantee agrees to work collaboratively with GRANTOR around engagement opportunities that will highlight its partnership under FACE 2024, which may include but are not limited to the Grantee Speakers Bureau, Campaign(s), and/or Corporate/Community Volunteer Opportunities. Grantee will receive advance notice and guidance from GRANTOR regarding participation and promotion of these activities.

Grantee grants (and shall cause any Collaborating Organizations to grant) to GRANTOR and its affiliates a limited, royalty-free, non-exclusive, non-transferable, worldwide, irrevocable license to use the Materials, or any part thereof and Data (if any provided) for their own non-commercial purposes.

NOTIFICATIONS: Grantee will notify GRANTOR through e-CImpact or other appropriate methods of communication (i.e., email or mailed letter), at least 30 days in advance and must receive prior written approval for any proposed changes to the personnel, design, budget, collaborating organizations, if any, content or specific aims of the Project. GRANTOR will be provided a minimum of 14 days to review and accept or reject any proposed changes. Notwithstanding the above, Grantee may modify the budget without prior approval of GRANTOR, so long as the modification does not (i) change any budget expense subcategory by more than 5%; (ii) increase the amount of any cost above the maximum allowable for a subcategory item (such as indirect or equipment costs); or (iii) result in an expenditure outside of the Grant purpose. In addition to the above notifications, Grantee will promptly notify GRANTOR of (a) any potential or threatened litigation, claim, assessment or audit related to the Project; (b) any challenge that may prevent Grantee from fulfilling the objectives described in the Application, including any issues with Collaborating Organizations; (c) any actual inability to fulfill the objectives in the Application; or (d) the occurrence of any event listed in the Termination of Funding section.

FINANCIAL REVIEW AND AUDIT: Grantee's Financial Statements will be reviewed by GRANTOR's Financial Review Committee (FRC).

Grantee agrees to submit required financial statements/documents (listed below) to GRANTOR **no later than SIX (6) months after** grantee's fiscal year end, unless grantee has requested and been approved for a one-time 30 day extension. All financial statements must be prepared on an accrual basis according to the Generally Accepted

Accounting Principles (GAAP) of the American Institute of Certified Public Accountants (AICPA) for non-profit agencies. Financial statement requirements are based on grantee total revenue as follows:

AGENCY Revenue of \$300,000 and above must submit:

- Board approved independent Financial Audit
- Corresponding management letter – AU-C 265 (regardless of whether or not any material weaknesses are found)

AGENCY Revenue of \$100,000 up to \$299,000 must submit:

- Board approved independent Financial Review may be submitted in lieu of an independent Financial Audit
- Corresponding management letter - AU-C 265 Letter (regardless of whether or not any material weaknesses are found)

AGENCY Revenue Less than \$100,000 must submit:

- A Financial Compilation with full disclosures may be submitted in lieu of an independent Financial Audit or a Financial Review

Grantee's failure to provide required statements can lead to termination of the funded partnership.

GRANT COMPLIANCE – OCUW's GRANT FUNDING POLICIES: Failure to maintain grant compliance may result in grantee's placement in GRANTOR's Monitoring and Support program and may result in the withholding of grant allocations and/or cancellation of grantee's grant at the discretion of GRANTOR's Community Impact Cabinet (CIC) and/or Board of Directors (BOD). It is the responsibility of the grantee to become familiar with and maintain grant compliance throughout the grant term as set forth in this active grant agreement. Grantee agrees to notify GRANTOR in writing, within 30 days, of any failure to meet or maintain compliance with grant requirements.

GRANTOR maintains the right to revise and update policies at will. GRANTOR will advise grantee of any significant policy changes in writing.

MONITORING AND SUPPORT (M&S): OCUW will monitor grantee to ensure all expectations are being met, as outlined in this grant agreement. If or when an issue is identified, OCUW will work closely with grantee through OCUW's Monitoring and Support program to establish an action plan, addressing the issue identified.

Grantee can be placed on M & S for the following issues, which may include, but are not limited to:

1. Concerns about program quality and/or effectiveness as identified by GRANTOR.
2. Financial concerns that cause grantee to receive a score of 30 or less on annual Financial Reviews or Audits.
3. Significant changes to a program that effect the scope of work, program design, and/or quality of services to be provided.
4. Failure to adhere to established reporting deadlines.
5. Submitting incomplete and/or inadequate progress reports.
6. Failure to meet GRANTOR Certification Criteria on an annual basis.
7. Breach of local, State and/or Federal laws.

MERGERS AND ACQUISITIONS: GRANTOR will support grantee in mergers and/or

acquisitions that demonstrate relevance to GRANTOR's funding priorities at the time of merger and/or acquisition. We ask that grantee notify GRANTOR, in writing, of the *intended* merger and/or acquisition three-months (90 days) *prior to* the completion of the merger and/or acquisition, notification to include the following:

- Impact on grantee program(s) funded by GRANTOR.
- Key program elements to be eliminated as a result of the merger and/or acquisition.
- Status of grantee governance, management, administrative costs and financial stability.

After the merger and/or acquisition are complete, the entity assuming legal and fiscal responsibility of GRANTOR funding shall provide GRANTOR with the following information in writing:

- Official date of merger and/or acquisition.
- Date change is to be effective (if different than the date of the merger and/or acquisition).
- Proof of State approval of the new legal entity.
- Letter from the Attorney General that recognizes the dissolution of the acquired grantee.
- Updated roster of the Board of Directors.
- Other information, as requested.

NOTICES: Any notice will be in writing and personally delivered, sent by facsimile or sent via reputable overnight courier (such as Federal Express) or certified mail, postage prepaid and return receipt requested, addressed to the other party at the address specified below (unless otherwise notified in writing by a party):

If to Orange County United Way: **18012 Mitchell South, Irvine, CA 92614**

If to Grantee: At the address on Page 1 of this Agreement of this Agreement or to Fiscal Sponsor: Anaheim Union High School District 501 N. Crescent Way Anaheim, CA 92801

TERMINATION OF FUNDING: GRANTOR or Grantee receiving GRANTOR FACE 2024 grant funds may terminate the funding relationship upon prior 30-day written notice to the other party.

A letter of intent to terminate the funding relationship shall be submitted to GRANTOR by grantee Board President (or appropriate leadership) 30-days prior to the requested termination date. Upon receipt of request for termination of funding, GRANTOR will hold any and all pending grant allocations until final approval is given by GRANTOR's CIC/BOD. When the request for termination of funding is approved by GRANTOR's CIC/BOD, grantee will be notified in writing of this decision.

GRANTOR reserves the right to terminate the funding partnership for just cause(s), including but not limited to, when grantee:

- Fails to meet the funding requirements and expectations as outlined in the grant agreement and other fund distribution policies and procedures
- Ceases operations or the program funded is no longer in operation
- Has not been able to successfully resolve identified concerns resulting in an agency being placed in the Monitoring and Support Program
- Breaches local/City, State, or Federal law(s)
- Experiences significant changes to a program that affects the scope of work, program design, quality of services provided or outcome measurement plan
- Uses funding for a program or other matters, not approved by GRANTOR

This Agreement will be null and void if not executed by both parties within 45 days after Agreement becomes available for execution through e-Clmact/AdobeSign, or email.

By executing this Agreement, Grantee agrees to be bound by the terms and conditions outlined in this Agreement and incorporated herein. The signers below warrant that they have full power and authority to sign for and bind their respective organizations.

BY Anaheim Union High School District:

(Signer must have legal authority to sign on behalf of the entity stated above)

Sign: _____ Date: 2/7/2020

Print Name: Dr. Jaron Fried Title: Assistant Superintendent, Ed. Division

If Fiscal Sponsor is applicable, please sign below:

(Signer must have legal authority to sign on behalf of the entity stated above)

Sign: _____ Date: _____

Print Name: _____ Title: _____

BY ORANGE COUNTY UNITED WAY:

Susan B Parks
Susan B Parks (Jan 14, 2020)

Jan 14, 2020

Susan B. Parks | Chief Executive Officer

Date

Emilee Tello
Emilee Tello (Jan 14, 2020)

Jan 14, 2020

Emilee Tello | Chief Financial Officer

Date

Attachment A

Anaheim Union High School District - ILC HS Dropout Prevention

Scope of Work (SOW) / Work Plan

January 1, 2020 to December 31, 2020

Target Population: EDUCATION: Non-General

Goal: Cut the high school dropout rate in half.

Objective	Activities	Timeline	Tasks
<ul style="list-style-type: none">• Tailored services to individual student needs;• increased retention of target populations with multiple risk factors and accelerated their academic progress;• long-term skill development that engages youth behaviorally, emotionally, and academically;	<p>The ILC Social Worker's duties include, but are not limited to, the following:</p> <ul style="list-style-type: none">• Providing outreach to students and parents• Facilitating a Biopsychosocial assessment intakes for all students to determine social/emotional and mental health needs of students• Crisis Response: assess and support student at risk or who have safety issues• Helping students develop appropriate social skills and improved self-concept• Identifying and resolving barriers to education• Coordinating and linking services for families and students• Intervening in situations involving family dysfunction• Participating on school site teams• Networking with community agencies and identifying resources• Providing staff development and consultation to staff and teachers	1/1/2020 to 12/31/2020	Student academic records, attendance, life skills development and application, graduation rate and post secondary applications.

Approved Program Expenditures

Award Amount (New or Renewal)

Line Item	Approved
Award Amount	\$80,000.00

Detailed Program Budget Summary

Line Item	Approved
Salaries and Fringe	\$0.00
Consultant Costs	\$80,000.00
Supplies for Program ONLY	\$0.00
Travel or Transportation	
Subcontracts	
Direct Client Care or Patient Care Costs	\$0.00
Other Costs	\$0.00
Indirect Costs (not to exceed 10% of direct costs)	
Total	\$80,000.00

ANAHEIM UNION HIGH SCHOOL DISTRICT
 501 Crescent Way – P.O. Box 3520
 Anaheim, CA 92803-3520

EDUCATIONAL CONSULTING AGREEMENT AMENDMENT

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

6 th	day of	February	2020
-----------------	--------	----------	------

in reference to the Consulting Agreement by and between

Illumination Institute

Independent Contractor, hereinafter referred to as "Consultant" and the Anaheim Union High School District, hereinafter referred to as "District" dated and Board approved:

June 20, 2019

and amends said Consulting Agreement as follows:

The Board of Trustees is requested to amend the consulting agreement with Illumination Institute. The original agreement was at a cost not to exceed \$46,000, for services provided July 21, 2019, through June 30, 2020.

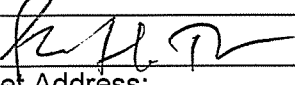
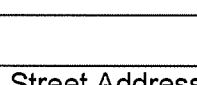
Illumination Institute will provide professional learning and instructional resources for teachers, administrators, parents, and staff throughout the District. The training addresses: how to help students discover self-control, self-awareness, and respect; how to promote good self-esteem and self-confidence; as well as how to nurture the socioemotional skills that students need to be successful in post-secondary college and career settings

The Board approved cost was not to exceed \$46,000 an increase of \$4,000 is requested to include an additional workshop. The total not to exceed amount should now be \$50,000.

The total amended cost for these services is not to exceed \$50,000. (LCFF Funds)

All other terms and conditions of the original agreement will remain in force.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed:

CONSULTANT:	DISTRICT:
Typed Name of consultant (same as page 1):	
Illumination Institute	Anaheim Union High School District
Typed Name/Title of Authorized Signatory:	
Brian Ton, Executive Director	Dr. Jaron Fried
Authorized Signature:	
	
Signature of Assistant Superintendent:	
	
Street Address:	
10061 Talbert Ave.	501 Crescent Way, P.O. Box 3520
City, State, Zip Code	
Fountain Valley, CA 92708	Anaheim, CA 92803-3520
Date:	
1/15/20	

Mark Appropriately:

Independent/Sole Proprietor:	
Corporation:	
Partnership:	
Other/Specify:	X 501 (c) 3

Social Security Number* or Federal Identification Number*

	81-2103843
--	------------

*Or, initial here:

	I have completed a new IRS Form W-9 that will be submitted directly to AUHSD Accounting.
--	--

Telephone Number:

E-mail Address:

((888) 825-9001	brian@illuminationinst.org
-----------------	----------------------------

If a company/corporation is being approved, the signature must be that of a responsible person. Typed company/corporation/individual's name must be identical to that on page 1.

PRINCIPAL/DISTRICT ADMINISTRATOR:

Signature of Principal or District Administrator (sign prior to submitting to District indicating review and approval):

Signature:		Date:	1/21/2020
------------	---	-------	-----------

Services Partnership Agreement
TeachFX, Inc. & Anaheim Union High School District
January 13, 2020

This is an agreement between TeachFX, Inc. and Anaheim Union High School District (AUHSD) regarding a partnership to promote the 5 Cs by building teacher capacity to better engage students in meaningful learning activities that encourage collaboration, communication, creativity, critical thinking, and compassion and character development.

A. Background

TeachFX and AUHSD's goal with this partnership is to help all AUHSD educators fulfill the 5 Cs in instruction measured in part by achieving 30% student oral discourse in class. This is driven by a theory of change that better student engagement and more student-centered instruction are the key building blocks to creating collaborative classroom environments that promote communication, creativity, critical thinking, and character and compassion within students. TeachFX and AUHSD mutually seek to empower teachers to measure and make progress on student engagement and student talk in their classrooms, in order to track progress toward the district's goal of increasing oral discourse, particularly for English learner students, to 30% of class time.

TeachFX is an organization that provides consultative and professional learning services to districts and does so leveraging the TeachFX software tool the organization has developed. The TeachFX software is a reflective instruction tool that is designed to allow teachers to see evidence of and track progress toward the realization of classrooms that exhibit the 5 Cs of collaboration, communication, creativity, critical thinking, and compassion and character.

Specifically, the TeachFX software tool can show teachers how well they are...

- Promoting collaboration by doing the following:
 - Checking the TeachFX Summary Metrics to see if they are providing approximately 30% of class time for intentional talk for students to participate in discussions, debates, oral presentations, and group projects.
 - Reviewing the TeachFX's Highlights feature to see their diversity of class participation so they can ensure they are creating a safe, equitable learning environment that invites teamwork and where students feel comfortable asking questions.
 - Using TeachFX Group Talk metrics to find evidence that they are building opportunities for students to learn how to engage with teammates, set norms, and handle conflict.
- Promoting communication by doing the following:
 - Viewing the TeachFX Student Talk and Group Talk metrics to make sure they are allowing students to practice oral communication and ensuring approximately 30% of class time is dedicated to providing formal (Student Talk) and informal (Group Talk) speaking opportunities.
 - Playing back TeachFX Highlights to find evidence that they are providing opportunities for students to communicate verbally with various audience, including peers, teachers, and outside audiences and developing speaking and listening skills with the use of technology to analyze purpose, key points, implications, tone, etc.
 - Using the Questioning Pathway in TeachFX to practice asking open-ended questions to facilitate discussion and debate and demonstrate multiple ways to interpret and answer a question.
 - Using the Student Talk Pathway in TeachFX to find evidence of and receive feedback on how well they are encouraging students to develop their independent voice, and

asking students for their opinions and choices regarding the mode and topics of instruction.

- Promoting creativity by doing the following:
 - Using the Teacher Talk Pathway in combination with the Highlights feature in TeachFX to ensure they are valuing and rewarding curiosity and innovation by encouraging students to question, explore, and investigate topics rather than simply asking students to produce “correct” answers.
 - Evaluating Lesson Design in TeachFX to see if they are providing opportunities for students to pitch ideas, present their work, and gather feedback.
 - Listening to TeachFX Highlights for evidence of a safe learning environment where originality of ideas, uncertainty, taking risks, and learning from failure are encouraged over procedural “answer getting” that focuses on avoiding mistakes.
 - Using the Volleyball Pathway in TeachFX to ensure they are encouraging students to facilitate their own learning and to explore areas of interest.
- Promoting critical thinking by doing the following:
 - Conducting Lesson Plan analysis in TeachFX to validate the existence in their classroom of learning opportunities such as AUHSD Talks, Project Based Learning, DBQs, Civic Inquiry, and performance tasks that are open-ended, intentionally challenging to students, connected to meaningful real-life contexts, relevant to students’ lives, and aligned to students’ interests — open-ended, challenging, meaningful, and relevant as evidenced by significant Student Talk in response to these activities and tasks.
 - Listening to Highlights to see if they are allowing students to make independent critical decisions throughout the process of completing assignments.
 - Using the Wait Time Pathway in TeachFX to find evidence of and receive feedback on how well they are giving students time to process material or concepts, and to discuss and evaluate content.
 - Viewing Turn Taking and Transcription functionality in TeachFX to find evidence that they are regularly checking for understanding, adjusting instruction as needed, and providing opportunities for students to reflect on learning.
 - Using the Volleyball Pathway in TeachFX to find evidence of and receive feedback on how well they are encouraging students to ask critical questions and consider diverse perspectives about subject matter to facilitate discussion, clarify, and extend students’ thinking.
- Promoting compassion and character by doing the following:
 - Using the Group Work Pathway and Highlights feature in TeachFX to find evidence of and receive feedback on how well they are giving time and creating positive opportunities for students to get to know each other and be known as an individual by teachers and peers, exploring, respecting, and celebrating the diversity of the school community.
 - Analyzing the Transcription, Highlights, and using the Classroom Management Pathway in TeachFX to find evidence of and receive feedback on how well they are providing a learning environment and classroom culture that allows students to see and understand other points of view, and feel a sense of responsibility to and for one another.
 - Using Playback functionality in TeachFX to ensure they are modeling leadership and civic inquiry to show open-mindedness, and building positive relationships.

It is the mutual goal of TeachFX and AUHSD that teachers develop capacity to understand how to use the TeachFX software tool in the ways outlined above, so that educators in the district can fully leverage the technology to promote, develop, and practice the 5 Cs within their schools and

classrooms. The services that follow outline the ways in which the TeachFX team will support AUHSD in doing so.

B. Agreement Overview

TeachFX will provide AUHSD with a number of services enumerated in this agreement. Overall, these services are consultative in nature and are meant to help the district think holistically and implement and streamline initiatives to achieve its goals of promoting the 5 Cs within its student body. TeachFX and AUHSD see our relationship as a long-term partnership. Both parties also understand the importance of a slow, gradual adoption of the TeachFX software to maximize teacher autonomy and buy-in. This agreement provides a roadmap for the next semester of the partnership, from January 1 through June 30, 2020.

In part, TeachFX's services are crafted to help instructional leaders within the district design collaborative professional environments that promote teacher learning to help foster improvement in instruction so that collaboration, communication, creativity, critical thinking, and character and compassion are evident in all AUHSD classrooms. These services are also crafted, in part, to help district teachers best leverage the TeachFX software tool to find evidence, receive feedback, and track progress on how well they are fostering collaboration, communication, creativity, critical thinking, and character and compassion in their classroom, so that the district can achieve the its larger goals for instruction and student engagement.

The services TeachFX will provide include:

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

Presently, TeachFX services are provided by the following individuals: Jamie Poskin, TeachFX's Founder and Executive Director, and a former teacher, coach, and athletic director; Professor David Brazer, TeachFX's Director of Professional Learning, and a former teacher, assistant principal, principal, and professor of education at George Mason University and Stanford University; and Debra Russell, TeachFX's Head of Engagement and a former teacher, instructional coach, and professional developer.

C. District and School Leadership Consultation Services

TeachFX will provide consultative services to AUHSD at both the district and school site levels. This will include monthly planning calls with Manuel Colón, Jackie Counts, and other district administrators as needed, as well as school site consultation with the instructional leadership teams at each building. A detailed plan for site-based planning meetings is outlined in EXHIBIT A, Section 1, attached.

Additionally, more in-depth planning and consultation services will be provided to two focus schools identified and outlined in EXHIBIT A, Section 2.

These consultative meetings will be strategic and reflective in nature, with TeachFX personnel serving as inquirers and facilitators, for the purpose of planning optimal activities to support teacher growth in promoting the 5 Cs. Some, but certainly not all, of these activities may include other services TeachFX

will provide as a part of this agreement, such as Professional Learning Design, Consultation, and Support Services (Section F) or Professional Learning Delivery (Section G). TeachFX will provide these services to AUHSD, even if they are not outlined in EXHIBIT A, as needed, requested, or desired by the district.

TeachFX will also provide AUHSD with additional implementation support. In general, TeachFX will aim to provide any assistance or consultation AUHSD needs throughout the agreement period.

D. Data Science and Data Analysis

The TeachFX software tool generates a tremendous amount of data that can be leveraged toward district learning, allowing for targeted interventions and professional learning opportunities that serve the specific needs of teachers within the district.

An additional service TeachFX provides is the mining and analysis of this data, to surface relevant insights and suggestions based on trends in the data. On a regular basis, TeachFX will pull carefully anonymized data from the software application, and perform in-depth analyses on that data to help the district answer key questions — such as whether teachers are making progress in their questioning technique, employing high leverage group activities, or using of wait time effectively — across different buildings or subject areas.

This analysis will be instrumental in informing the plans TeachFX makes with AUHSD as outlined in Section C of this agreement.

E. Data Reporting, Presentation, and Recommendation Services

On a yearly basis, TeachFX will provide AUHSD with in-depth reporting on the anonymized and aggregated data emerging from the use of the TeachFX software within the district. In addition to the analysis of TeachFX application data outlined in Section D, the TeachFX team will also report data to AUHSD as requested, and will formally present a detailed summary and key insights from the data at the end of the spring semester at a time to be determined mutually by TeachFX and AUHSD district administrators. This data presentation will be collaborative in design and will be used to surface recommendations for the following school year. As a point of reference, this reporting can take a similar format to the session held at AUHSD's district office on June 6th, 2019. TeachFX can also report on additional data of interest to AUHSD at the request of the district.

F. Professional Learning Design, Consultation, and Support Services

One of the core services TeachFX provides is designing or co-designing professional learning experiences to be led either by TeachFX personnel (see Section G) or by educators within the district. With AUHSD, TeachFX will design the professional learning workshops outlined in **EXHIBIT A, Section 3**, and will also deliver those workshops (see Section G) if desired. TeachFX will also design any professional learning materials and experiences requested by the district in the site-based planning meetings (outlined in Section C and EXHIBIT A, Sections 1 and 2).

AUHSD and TeachFX agree AUHSD educators should, as a conservative projection, receive at minimum two professional learning sessions or workshops each semester that incorporate the TeachFX software as optional evidence, feedback, and follow-up to the workshop. Note that this does not imply these professional learning sessions will be "TeachFX workshops," but rather that the TeachFX software will be used as a tool to support and measure progress on the professional learning goals of the district, and will thus be incorporated into workshops provided to AUHSD educators.

TeachFX personnel will be available as a resource to AUHSD to help leverage the TeachFX software tool and incorporate its use into any professional learning workshop planned within the district that relates to instruction and the 5 Cs.

G. Professional Learning Delivery

AUHSD desires TeachFX personnel to deliver the professional learning workshops outlined below in EXHIBIT A, section 3. In addition to these workshops, TeachFX personnel will also be available to AUHSD to deliver unspecified workshops that may emerge as necessary from conversations with school and district leaders, either through the site-based consultation process (outlined in EXHIBIT A, Sections 1 and 2), or informally on an ad hoc basis.

Over the past year, TeachFX has delivered the vast majority of professional learning workshops related to the TeachFX software tool and related instructional strategies for the district, but TeachFX and AUHSD desire to move to a model where the district is delivering most of these workshops internally. This “train-the-trainer” model is outlined below in EXHIBIT A, Section 3, Subsection 1.

The dates of all professional learning workshops will be determined jointly by AUHSD and TeachFX. The workshops will be co-designed by TeachFX and AUHSD staff whenever desired, and, as has been done in the past with the two parties, will focus on topics of importance to the district.

TeachFX also agrees to provide additional professional learning support over Zoom at the request of AUHSD and subject to TeachFX’s availability.

H. TeachFX “Guide” Program Services

On January 1, 2020, TeachFX launched a new beta-program called TeachFX Guides. Through the Guides program, every teacher using TeachFX is paired with a Guide who helps that teacher set goals for their instructional growth and provides guidance on how to use the TeachFX software tool to find evidence of and receive feedback on progress toward those goals.

TeachFX Guides will be available to meet with AUHSD teachers on a regular basis, and will also be in communication, if desired, over email, chat, SMS, or whatever is the teacher’s preferred mode of contact. In addition to guiding teachers in their pedagogical growth by providing resources, etc., TeachFX Guides will serve as “accountability buddies” to AUHSD teachers to ensure teachers are working to meet the instructional goals they have set for themselves.

As a part of this agreement, AUHSD will have access to the TeachFX Guides program for any teachers they wish to enroll through June 30, 2020.

I. Technical Support Services

TeachFX personnel will provide all educators at AUHSD who are using, or would like to use, the TeachFX software tool with technical support and assistance on an ongoing and as-needed basis. This support can be accessed directly through the software application, through the TeachFX website, or by directly calling or emailing members of the TeachFX team.

AUHSD agrees to provide TeachFX with updated contact information (name, title, school site, email address, and phone number) for the educators in its district, such that TeachFX can ensure that AUHSD educators are given proper access to TeachFX software features and added to the correct user

community or communities, and such that TeachFX can provide appropriate technical support as needed.


J. Cost and Payment Schedule

In general, TeachFX provides the services enumerate above to partner districts either as ad hoc services or as part of partnership package. For partnership packages, the cost depends on the size of the district and the scope of the work. For a district of AUHSD's size and scope of implementation, the typical cost for these services for one full semester is \$48,000.

However, as a gesture of goodwill, and in the face of a budgetary crunch AUHSD is facing, TeachFX agrees to provide the services outlined above for the period of January 1-June 30, 2020 for \$20,000.

Payment services shall be due to TeachFX by March 15th, 2020.

Attachments: Exhibit A.



Jamie Poskin, Executive Director
TeachFX, Inc.
3375 Edison Way
Menlo Park, CA 94025
(650) 814-2792
jamie@teachfx.com

Jaron Fried, Assistant Superintendent
Anaheim Union High School District
501 North Crescent Way
Anaheim, CA 92801
(714) 999-3575
fried_ja@auhsd.us

EXHIBIT A

Professional Learning Plan for AUHSD: Spring 2020

January 13, 2020

This professional learning plan is developed based on a conversation among Jackie Counts, Manuel Colón, Jamie Poskin, and David Brazer on December 19, 2019. It is also based on recent experience in the district during the fall 2019 semester.

The purpose of this plan is to provide targeted support for teachers and schools to improve student engagement so that they can promote collaboration, communication, creativity, critical thinking, and compassion and character development — the 5 Cs — in all Anaheim classrooms. TeachFX provides granular and aggregate feedback on progress toward those goals. We are committed to providing all of the assistance AUHSD wishes to have. The plan has three complementary components.

This is intended to be a living document, discussed and modified over time to best meet AUHSD's needs.

1. Planning Meetings With School-Site Leadership Teams

TeachFX (David, Jamie, and our new Head of Engagement, Debra Russell) will conduct one-hour in-person meetings with leadership teams from each of the 20 schools. At a minimum, school personnel involved in these meetings should include the principal, at least one assistant principal, and the LDC. Additional participants might include key department chairs and the union representative from that school site. Principals would, of course, have discretion to include whomever they want. The meeting agenda would include the following:

1. In what ways are you focused on making progress toward the 5 Cs — specifically, toward each of 25 bullet points listed in the "Classrooms that promote..." sections of the 5 Cs rubric document?
 - What is going well?
 - Where would you like to see improvement?
2. How aware and involved is your school with TeachFX?
3. How might TeachFX be helpful to you in achieving your school-site goals?
4. What are some feasible next steps and how might the TeachFX team help you accomplish them?

2. Two Focus Schools

The focus schools would have a more extensive planning meeting to map out a professional learning plan tailored specifically to their sites. Their teachers and administrators could certainly participate in workshops outlined below in Section 3, but these two schools would have the following additional opportunities:

- Site specific workshops of their choosing. Each would be connected to the 5 Cs in some explicit way, e.g.:
 - Questioning techniques
 - Lesson planning
 - Working with special populations
 - Equitable engagement
- Whole-day observations from TeachFX (most likely conducted by David) to engage leadership team in action research (with minimal demand on leadership team).

- Monthly reports using aggregate, anonymous data that indicate progress toward student engagement goals.

3. Spring Workshops to be Scheduled

These workshops would also be discussed collaboratively in the site meetings as appropriate and based on site-identified needs.

1. Train-the-trainer for onboarding with TeachFX.
 - LDCs seem like the logical participants, but we might also recruit super-users to help out.
 - We should schedule this workshop to occur before the end of January.
2. LDC workshop to check in with their progress and share learning about coaching and designing professional learning that focuses on enhancing student engagement to achieve the 5 Cs.
 - This workshop could be scheduled the same day as #1 above, but might be better in early February after LDCs have more Spring semester experience.
 - David would provide some prompting via email prior to the date so that LDCs would come to this workshop having thought about coaching and professional learning.
3. Administrators working with Tier II evaluation.
 - Working with teachers on alternative evaluation to identify appropriate goals (instructional leadership seems like the right general area) and using TeachFX to provide portfolio-type evidence toward reaching those goals.
 - A major emphasis is that TeachFX is a major work-saver for everyone because of the automatic nature of the tool and the capacity to engage in quick analysis.
 - We look to AUHSD to identify appropriate timing in the calendar for this workshop.
 - The workshop will require a minimum of 90 minutes. Follow-up should be designed for administrators not yet familiar/comfortable with TeachFX. This could also be done one-on-one back at school sites that same day.
4. Advance workshop(s) for experienced users.
 - Exploring data trends over time.
 - Identifying new and powerful strategies for student engagement.
 - How do I know if I'm advancing students toward the 5 Cs?
 - Bringing TeachFX to my PLC.
5. Zoom check-ins with specific constituencies, including principals, assistant principals, and LDCs.
 - Dates and length TBD by Manuel and Jackie. David will provide questions and prompts and facilitate check-in discussion.

Instructional Materials Submitted for Display
Thursday, February 6, 2020
February 7, 2020-March 5, 2020

Curriculum	Basic/ Suppl.	Course Name (Number)	Grade	Title	Publisher
Dual Enrollment	Basic	Automotive Electrical I (#3022)	11-12	<i>Automotive Electricity and Electronics</i>	Jones & Bartlett Learning
Dual Enrollment	Basic	Introduction to Automotive Services (#3000)	11-12	<i>Automotive Maintenance and Light Repair</i>	Jones & Bartlett Learning

Instructional Materials Submitted for Adoption
Thursday, February 6, 2020
 January 17, 2020-February 6, 2020

Curriculum	Basic/ Suppl.	Course Name (Number)	Grade	Title	Publisher
World Languages	Basic	Korean (#TBD)	7-12	<i>KEKOS Korean Online Course Level</i>	ikeneducate.org
World Languages	Suppl.	Summer Language Academy (#TBD)	7-11	<i>Voces Sin Fronteras: Our Stories Our Truth</i>	Shout Mouse Press, Inc.

Field Trip Report

Board of Trustees

February 6, 2020

1. Anaheim, Katella, and Loara High Schools: GEAR UP (126 students-63 male, 63 female)
 Adviser/Lead Chaperone: Evelyn Soqui (female)
 Chaperones: Cindy Ponce(female), Martha Contreras (female), Clarissa Rodriguez (female), Lourdes Suarez (female), Honee Herrera (female), Ayanna Smith (female), Desiree Montes (female), Cristal Garcia (female), Natalie Gonzalez (female), Ivan Morales (male), Gabriel Mendoza (male), Oscar Garcia (male), Eloy Santiago (male), Jeffrey Pizano (male), Joshua Perez (male), Eduardo Rojas (male), and Daniel Cerda (male)

 To: California State University, Sacramento
 Dates: March 24, 2020 to March 26, 2020
 Purpose: Civic Engagement/College Tour
 Expenses: GEAR UP-meals, transportation, accommodations

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

2. Kennedy High School: JROTC (12 students-6 male, 6 female)
 Adviser/Lead Chaperone: Johnny Bryson (male)
 Chaperone: Lisa Price (female)

 To: Irvine Ranch Outdoor Education Center, Orange, CA
 Dates: February 21, 2020 to February 24, 2020
 Purpose: JROTC Leadership Camp
 Expenses: Parent/Student-registration
 JROTC-meals, transportation, accommodations

 Number of school days missed for this trip: 1
 Number of school days missed previously: 0
 Total number of days missed by this group: 1

3. Kennedy High School: Choir (70 students-14 male, 56 female)
 Adviser/Lead Chaperone: Janae West (female)
 Chaperones: Sarah Van Wie (female), Krista Marvin (female), Amie Grommet (female), Sonja Rule (female), Tena Mize (female), Hollie Jones (female), Daniel Pappas (male), and Robert Mize (male)

 To: Oceanside High School, Oceanside, CA
 Dates: April 2, 2020 to April 3, 2020
 Purpose: Choir Competition
 Expenses: ASB/Club Fundraisers-registration, transportation, substitutes
 Booster Club-meals, transportation, accommodations
 Parent/Student-meals, 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

Field Trip Report

Board of Trustees

February 6, 2020

4. Kennedy High School: Shamrock Newspaper (12 students-1 male, 11 female)
Adviser/Lead Chaperone: Matthew Corcoran (male)
Chaperones: Caylin Ledterman (female) and Christie Bettendorf (female)

To: The Gaylord Opryland Resort, Nashville, TN
Dates: April 16, 2020 to April 19, 2020
Purpose: Participate and Compete in the National High School Journalism Convention
Expenses: ASB/Club Fundraisers-accommodations, substitutes
Site Funds-registration, accommodations
Parent/Student-meals, transportation, accommodations

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

5. Magnolia High School: PUENTE (50 students-20 male, 30 female)
Adviser/Lead Chaperone: Cindy Ponce (female)
Chaperones: Margaret Tagler (female), Esther Noh (female), Rosie Cardoza (female),
Michael Seltzer (male), David Olea (male), and Cyrus Madayeni (male)

To: Northern California Universities
Dates: February 20, 2020 to February 22, 2020
Purpose: Visit College Campuses
Expenses: Parent/Student-meals, transportation
Outside Source-accommodations, substitutes

Number of school days missed for this trip: 2
Number of school days missed previously: 0
Total number of days missed by this group: 2

6. Magnolia High School: JROTC (40 students-24 male, 16 female)
Adviser/Lead Chaperone: Kevin McMahan (male)
Chaperones: Noel Miles (male), Allan Sherman (male), Eleni Ortega (female), and
Huang Miles (female)

To: Irvine Ranch Outdoor Education Center, Orange, CA
Dates: February 21, 2020 to February 24, 2020
Purpose: JROTC Leadership Camp
Expenses: Parent/Student-registration
JROTC-meals, transportation, accommodations

Number of school days missed for this trip: 1
Number of school days missed previously: 0
Total number of days missed by this group: 1

Field Trip Report

Board of Trustees

February 6, 2020

- 7. Oxford Academy: Key Club (12 students-4 male, 8 female)
Adviser/Lead Chaperone: Kellie Voskuhler (female)
Chaperone: Le Bui (male)

To: Grand Sierra Resort, Reno, NV
Dates: March 13, 2020 to March 15, 2020
Purpose: Key Club Convention
Expenses: Parent/Student-registration, meals, transportation, accommodations, substitutes

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

- 8. Savanna High School: Key Club (12 students-6 male, 6 female)
Adviser/Lead Chaperone: Nilesh Halankar (male)
Chaperone: Pamela Woehler (female)

To: Grand Sierra Resort, Reno, NV
Dates: March 13, 2020 to March 15, 2020
Purpose: Key Club Convention
Expenses: Parent/Student-registration, meals, transportation, accommodations, substitutes

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. Western High School: Key Club (19 students-8 male, 11 female)
Adviser/Lead Chaperone: Tori Rittel (female)
Chaperones: Tiffany Luong (female) and Victor Baltazar (male)

To: Grand Sierra Resort, Reno, NV
Dates: March 13, 2020 to March 15, 2020
Purpose: Key Club Convention
Expenses: Parent/Student-registration, meals, transportation, accommodations, substitutes

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

Field Trip Report

Board of Trustees

February 6, 2020

10. Western High School: Dance Team (23 students-4 male, 19 female)
Adviser/Lead Chaperone: Maile Eisenbrey (female)
Chaperones: Shannon Whitmore (female), Luz Vazquez (female), and Kenny Kuo (male)

To: Westgate Hotel and Convention Center, Las Vegas, NV
Dates: April 10, 2020 to April 12, 2020
Purpose: Dance Team National Competition
Expenses: ASB/Club Fundraisers-registration, meals, accommodations
Site Funds-transportation
Outside Source-substitutes

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



January 13, 2020
 Brad Jackson
 Anaheim Union High School District (Employees & Students)
 501 N. Crescent Way
 Anaheim, CA 92803

106467CORP

EXHIBIT HHH



Below are the terms and discounted rates that we can extend to your employees. Upon the receipt of this year's **\$0.00 (inclusive of any taxes)** payment and a signed copy of this agreement 24 Hour Fitness will activate your corporate membership and administer your one-year open enrollment period.

Anaheim Union High School District (Employees & Students) Investment		
Investment for up to 32,541 employees:		\$0.00
Payment Instructions		
Wire or Credit Card Instructions	Check (Overnight Mail)	Check (Regular Mail)
Contact Samantha Bain at 760-918-4417 for further instructions	Lockbox Services Attn: 24 Hour Fitness USA, Inc. Box 51018 3440 Flair Drive El Monte, CA 91731	24 Hour Fitness PO Box 51018 Los Angeles, CA 90051-5318

EXPRESS Program Benefits	
Company Program Benefits:	
Discount Membership Rates	Low
Marketing Rate Sheet for Employees	✓
Online Employee Enrollment	✓
Special Add-On Rates for Friends & Family	✓
Free Fitness Plan with Trainer (per employee)	✓
Dedicated Account Manager	
Customized Marketing Templates	
Reporting (provides enrollment/usage)	
VIP 14-Day Guest Passes	
Initial Launch Coordination	
Discounted PT Access	
VIP Open House Just for your Company	
Custom News Letter	
In Club Custom Team Events (one per quarter)	
• Boot Camps	
• Trainer-Led Team Builders	
• Private In-Club Team Classes	

Member Benefits for All				
24Life® Digital Magazine	24CO® Custom Workout App	All-Included Fitness Classes	Monthly Group Fitness Parties	FitPerks® Rewards Program

EXPRESS DISCOUNTED MONTHLY DUES

Program Options	 All-Club Sport	 All-Club Super Sport	 All Club Ultra Sport
Employee: Month to Month with 1 Year Commitment \$0.00 Initiation Fee	\$30.99 add'l dues/month	\$40.99 add'l dues/month	\$56.99 add'l dues/month
Employee: Month To Month \$29.99 Initiation Fee	\$35.99 add'l dues/month	\$45.99 add'l dues/month	\$60.99 add'l dues/month
Each Add-On: Month To Month \$0.00 Initiation Fee	\$30.99 add'l dues/month	\$40.99 add'l dues/month	\$56.99 add'l dues/month

Initiation, first and last months' dues must be paid at time of enrollment. Please note that each employee will be required to sign a membership agreement upon enrollment and are bound by the terms of that agreement. 24 Hour Fitness membership agreement provides for an annual fee of \$49.99 for all of its members in addition to the monthly dues. The annual fee due date is in accordance with the membership enrollment date as long as the membership is in effect. 24 Hour Fitness' membership agreement provides for an annual five percent (5%) increase in monthly dues and annual fees for all of its members. The annual fee increase will occur only once in a calendar year; rates specified above will not change during the term of this agreement.

This agreement begins on the date 24 Hour Fitness receives your company investment fee and a signed copy of this agreement and expires one year from that date. All employees may enroll during the one-year term of this agreement and must provide proof of employment upon enrollment. This agreement constitutes the entire understanding between 24 Hour Fitness and supersedes all prior discussions, agreements, arrangements, representation and communication (whether oral or written) regarding the subject matter of this agreement. Please do not hesitate to contact Samantha Bain at 760-918-4417 should you have any questions.

We look forward to assisting you in changing lives for the better at **Anaheim Union High School District (Employees & Students)**.

Samantha Bain, Regional Account Manager Date
24 Hour Fitness USA, Inc.

Brad Jackson, Assistant Superintendent, HR Date
Anaheim Union High School District
(Employees & Students)

***The company investment is immediately earned, and there are no refunds of this fee.** No other discounts can be used in conjunction with this offer. Members must be at least 18 years old or 12 with parent. Personal training and Kid's Club available at most centers for an additional fee. Monthly dues must be paid by electronic funds transfer with first and last months' dues per person paid at time of enrollment. Add-on monthly dues must be debited from the same account as the primary member with the same access level. Must show proof of employment with above-referenced firm at time of enrollment. This offer expires, unless executed prior to that date.

Board of Trustees
February 6, 2020

Page 1 of 7

1. Resignations/Retirements, effective as noted:

Key, Martha	Retirement	5/22/20
Lewis, Kathy	Retirement	5/22/20
Orr, Christl	Retirement	5/22/20
Rose, Gene	Resignation	1/24/20

2. Leaves of Absence:

Church, John, for health reasons, without pay and without health benefits from 12/1/19 through the end of the working day on 5/22/20.

Green, Melanie, for health reasons, without pay and without health benefits from 12/13/19 through the end of the working day on 2/27/20.

3. Employment:

A. Teacher(s)/Temporary:

		<u>Column</u>	<u>Step</u>
Cadenas, Nancy	1/30/20	1	1
Hu, Matthew	1/13/20	3	1
Jones, Hollie	1/8/20	1	1

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

Barajas-Korbin, Kevin	1/22/20
Dodge, Jordan	1/24/20
Eszlinger, Elizabeth	1/24/20
Given, Stephanie	8/5/19
Henriquez Guillen, Brenda	12/18/19
Howe, Allison	1/14/20
Luarca, Luis	1/14/20
Sakaue, Kay	1/16/20
Ziemba, Jeffrey	1/23/20

C. Temporary Contract Junior ROTC Teachers, granted one-year contract for 2019-20 with pay per military contract, holding a Preliminary Designated Subjects Credential for ROTC and a Certificate of Completion of Staff Development Waiver to fulfill California Education Code 44253.1, effective as noted:

Munoz, Jesus	2/3/20	\$5,481.80	Loara High School
--------------	--------	------------	-------------------

4. Extra Service Compensation:

A. Additional Salary, for an extra period of coverage to be paid tenthly and based on the individual's salary for 2019-20, effective as noted: (General Funds)

Hormuth, Lisa	10/26/19
Lorton, Mindy	1/6/20

Human Resources Division, Certificated Personnel

Board of Trustees
February 6, 2020

Page 2 of 7

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

Villa, Juan 8/5/19

- C. EL Program Coordinator Stipend, to be paid to the following individual(s) for the 2019-20 school year, in the amount of \$2,145, to be paid half at the end of each semester. (General Funds)

Stift, Ashley

- D. National Board for Professional Teaching Standards Stipend (NBPTS), to the following individual(s) for an earned National Board Certification stipend, effective January 6, 2020: (NBPTS Funds)

Fuentes, Jennifer \$2,327

- E. District ELPAC Testers, to administer the individual student portion of the English Language Proficiency Assessment for California (ELPAC), on an as-needed basis, effective January 27, 2020, to be paid at the rate of \$160 per day. (LCFF Funds)

Catuara, Darlene
Enell, Stephen
Eszlinger, Liz
Flores, Michael
Marquez Esturo, Marisol
Munsey, Douglas
Ranciglio, Terry
Saldana, Reihle
Savage, Patricia
Sanchez, Jorge
Umles, Stephen
Wood, Garry
Wilson, William Mike
Ziamba, Jeffrey

- F. AUHSD STEAM and Civic Engagement Stipend, to be paid for the 2019-20 school year to the following individuals as noted: (LCFF Funds)

Imbriano, John \$2,000
Kanouse, Ken \$2,000
Ludeman, Tisha \$2,000

- G. JROTC/NJROTC Drill Team Stipend, for the following individuals, for the 2019-20 school year, in the amount of \$2,000, to be paid half at the end of each semester: (General Funds)

Munoz, Jesus Loara High School

Human Resources Division, Certificated Personnel

Board of Trustees
February 6, 2020

Page 3 of 7

5. Education Code/California Regulation Authorization:

Approval to Teach Other Subject Areas, for the following teachers to teach out of their majors as authorized under their Standard Secondary, Single Subject, or Multiple Subject teaching credential based on the following Education Codes. The required units of coursework in the specific subject area have been met.

Education Code 44258.7 (c) & (d)

For electives and special assignments, teacher having a special skill or preparation outside of credential authorization may, with consent, be assigned to teach an elective course in the area of special skill. Assignment requires prior approval by a committee established by Board and Superintendent action.

Name	Subject	School
Bryson, Johnny	JROTC Drill Team	Kennedy
Granville, Clevester	JROTC Drill Team	Katella
Knight, John	JROTC Drill Team	Anaheim
McCall, Erik	JROTC Drill Team	Katella
McMahan, Kevin	JROTC Drill Team	Magnolia
Miles, Noel	JROTC Drill Team	Magnolia
Munoz, Jesus	JROTC Drill Team	Loara
Pearce, Jerry	JROTC Drill Team	Western
Rundblade, Rodney	JROTC Drill Team	Loara
Truby, Richard	JROTC Drill Team	Anaheim

6. Change of contract for the following personnel who have completed the additional units and/or years of experience to advance on the salary schedule, effective as noted:

	<u>From</u>	<u>To</u>	<u>Effective</u>
Battles, Dawn	3 8	4 8	1/6/20
Garrett, Doug	3 1	3 6	1/13/20
Herrick, Lauren	2 3	3 3	1/6/20
Jojola, John	2 1	2 3	1/6/20
Kang, Ashely	1 5	3 5	1/6/20
Ruthenbeck, Lynn	3 11	4 11	1/6/20
Saldivar, Carlos	2 3	3 3	1/6/20

7. Pay adjustments for the following military instructors for the JROTC/NJROTC program unless otherwise noted by military contract, effective as noted:

	<u>Salary</u>	<u>Effective</u>
Gastelum, Daniel	\$7,411.48	12/1/19
Granville, Clevester	\$6,627.48	12/1/19
Knight, John	\$9,602.28	1/1/20
McCall, Erik	\$8,544.79	12/1/19
McMahan, Kevin	\$8,166.79	12/1/19
Miles, Noel	\$7,242.88	12/1/19
Pearce, Jerry	\$9,053.79	12/1/19
Rundblade, Rodney	\$6,658.68	12/1/19
Truby, Richard	\$6,320.09	10/1/19

Human Resources Division, Certificated Personnel

Board of Trustees
February 6, 2020

Page 5 of 7

Cypress

Orellana, Jeffrey \$3,107 Season 11/4/19
Soccer, Asst./ Lower Level

Loara

Cerince, Denise \$1,633 2nd Semester 1/6/20
Band, Assistant Director

Cook, Kla \$2,796.50 2nd Semester 1/6/20
Drill Team

Hughes, Carol \$845 2nd Semester 1/6/20
Accompanist

Jiron, Pedro \$3,818 Season 11/4/19
Water Polo

Jiron, Tera \$3,107 Season 11/4/19
Water Polo, Assistant

Ruiz, Diana \$1,399.50 2nd Semester 1/6/20
Cheer

Saikaly, Kieran \$3,442 Season 11/4/19
Basketball, Assistant

Stirrat, Robert \$3,442 Season 11/4/19
Basketball

Velasco, Giovanni \$3,107 Season 10/29/19
Soccer, Assistant

Magnolia

Bush, Lorenzo \$3,442 Season 11/4/19
Basketball

Tello, Damian \$4,313* Season 11/4/19
Basketball
*REVISED

Orangeview

Arcos, Marco \$1,889 3rd Quarter 1/6/20
Soccer, Assistant

Escalera-Salas, Alex \$2,555 3rd Quarter 1/6/20
Basketball

Monge, William \$2,555 3rd Quarter 1/6/20
Soccer

Reaves, Terance \$2,555 3rd Quarter 1/6/20
Basketball

Human Resources Division, Certificated Personnel

Board of Trustees
February 6, 2020

Page 6 of 7

Oxford

Guerra, Miguel \$3,107 Season 11/4/19
Soccer

Ortiz Gonzalez, Kevin \$3,442 Season 11/4/19
Basketball, Assistant

Pho, Scott \$3,442 Season 11/4/19
Basketball, Assistant

Truong, Khanh \$3,442 Season 11/4/19
Basketball

Savanna

Cauch, Jonathan \$3,107 Season 11/22/19
Soccer, Asst./Lower Level

Cauch Cumi, David \$3,053 Season 11/7/19
Soccer, Asst./Lower Level

Hanson, Todd \$3,442 Season 12/20/19
Basketball, Asst./Lower Level

Konrad, John \$4,313 Season 11/4/19
Basketball

Muniz, Sara \$3,107 Season 12/10/19
Soccer, Asst./Lower Level

Ramirez, Luis \$3,442 Season 11/4/19
Basketball

Sycamore

Greco, Stefanie \$2,555 3rd Quarter 1/7/20
Basketball

Jimmerson, Marcus \$2,555 3rd Quarter 1/6/20
Soccer

Walker

Dodd, Timothy \$2,555 3rd Quarter 1/6/20
Basketball

Pickel, Degala \$2,555 3rd Quarter 1/6/20
Cross Country

Rankin, Lauren \$2,555 3rd Quarter 1/6/20
Soccer

Western

Awoyele, Anthony \$3,107 Season 2/8/20
Track, Asst./Lower Level

Human Resources Division, Certificated Personnel

Board of Trustees
February 6, 2020

Page 7 of 7

Lopez, Karla
Soccer

\$3,107

Season

11/19/19

Board of Trustees
February 6, 2020

1. **Retirements/Resignations/Terminations, effective as noted:**

	<u>Location:</u>	<u>Effective</u>
Eikamp, Penny Food Services Assistant I	Katella High School	12/14/2019
Garcia, Edgar Food Services Manager I	Ball Jr. High School	01/28/2020
Nevaras Garcia, Bianca Instructional Assistant – Behavioral Support	Loara High School	01/24/2020

2. **Employment, effective as noted:**

	<u>Range/Step:</u>	<u>Effective:</u>
Permanent Employees:		
Becerra-Salmeron, Katherine Instructional Assistant – Specialized Academic Instruction	43/01	01/10/2020
Garcia, Tanya Community Schools Coordinator	04/04	01/27/2020
Kanemaru, Kregg Bus Driver	55/01	01/23/2020
Ligon, Shelby Instructional Assistant – Medically Fragile/Orthopedically Impaired	51/01	01/27/2020
Pascual-Molina, Yinny Instructional Assistant – Specialized Academic Instruction	43/01	01/27/2020
Rocha Guzman, Lilian Office Assistant	43/01	01/06/2020
Tehranirad, Arezo Instructional Assistant – Specialized Academic Instruction	43/04	01/27/2020
Vergara, Emery Instructional Assistant – Special Academic Instruction	43/04	01/27/2020
Yarrahs, Christopher Instructional Assistant – Behavioral Support	51/01	01/21/2020

Human Resources Division, Classified Personnel

Board of Trustees
February 6, 2020

Page 2 of 3

Promotions:

Huerta, Araceli Community Schools Coordinator	04/03	01/08/2020
--	-------	------------

Substitute Employees:

Aguilar, Priscilla Substitute Instructional Assistant – Specialized Academic Instruction	43/01	01/21/2020
--	-------	------------

Alcala, Nancy Substitute Food Services Assistant I	41/01	12/30/2019
---	-------	------------

Ambriz, Dianne Substitute Food Services Assistant I	41/01	01/22/2020
--	-------	------------

Duncan, Garrett Substitute Custodian	48/01	01/06/2020
---	-------	------------

Fernandez, David Substitute Office Assistant	43/01	01/16/2020
---	-------	------------

Gutierrez, Joel Substitute Health Services Technician	51/01	01/14/2020
--	-------	------------

Juarez, Michelle Substitute Health Services Technician	51/01	01/17/2020
---	-------	------------

Noory, Mohammad Substitute Instructional Assistant – Adult Transition	51/01	01/21/2020
---	-------	------------

Noory, Mohammad Substitute Instructional Assistant – Behavioral Support	51/01	01/21/2020
---	-------	------------

Noory, Mohammad Substitute Instructional Assistant – Special Abilities	51/01	01/21/2020
--	-------	------------

Noory, Mohammad Substitute Instructional Assistant – Specialized Academic Instruction	43/01	01/21/2020
---	-------	------------

Ortiz, Rosauro Substitute Health Services Technician	51/01	01/21/2020
---	-------	------------

Pulido, Raeanna Substitute Instructional Assistant – Adult Transition	51/01	01/23/2020
---	-------	------------

Human Resources Division, Classified Personnel

Board of Trustees
February 6, 2020

Pulido, Raeanna Substitute Instructional Assistant – Behavioral Support	51/01	01/23/2020
Pulido, Raeanna Substitute Instructional Assistant – Special Abilities	51/01	01/23/2020
Pulido, Raeanna Substitute Instructional Assistant – Specialized Academic Instruction	51/01	01/23/2020
Rwakatare, Mwendwa Tutor - General	\$14.53/Hr.	01/09/2020
Rivera, Jacqueline Substitute Health Services Technician	51/01	01/07/2020

3. **Workability, current minimum wage or stipend of \$256 effective as noted:**
(Workability Grant Funds)

Effective

Austin, Mindy	01/13/2020
Castrejon, Joshua	01/27/2020
Gutierrez, Alan	01/13/2020
Jimenez, Jose	01/13/2020
Ramirez, Merak	01/15/2020
Ruiz, Martha	01/21/2020
Salgado, Daniel	01/21/2020
Villalobos, Alexandra	01/28/2020

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>
Pearce, Jerry	\$9,053.79	12/01/2019

5. **Stipends**

Diazcolon, Melida Family and Community Engagement Specialist	Disciplina Positiva	02/05/2020
Perez, Kenny Family and Community Engagement Specialist	Disciplina Positiva	02/05/2020

ANAHEIM UNION HIGH SCHOOL DISTRICT

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

BOARD OF TRUSTEES**Minutes****Thursday, December 12, 2019**

UNADOPTED**1. CALL TO ORDER–ROLL CALL**

Board President O'Neal called the regular meeting of the Anaheim Union High School District Board of Trustees to order at 2:02 p.m.

Present: Brian O'Neal, president; Katherine H. Smith, assistant clerk; Anna L. Piercy and Al Jabbar, members; Michael B. Matsuda, superintendent; Jaron Fried, Ed.D., Brad Jackson, and Jennifer Root, Ed.D., assistant superintendents; and Karl H. Widell, District counsel.

Absent: Annemarie Randle-Trejo, clerk

2. ADOPTION OF AGENDA

Staff requested the following amendments to the agenda:

- Page 9 of the agenda, item 18.3 should read "Board Policy, Second Reading."
- Exhibit O, replace page 7, to reflect language removed from Section F, Number 5.
- Exhibit Y, replace page 1, to reflect complete check box.
- Exhibit Z, replace 1 to reflect name change to South Asian Cultural Club.
- Insert Exhibit SS, September 2019 ASB Fund.
- Page 19 of the agenda, pull Exhibit TT, October 2019 ASB Fund.
- Replace Exhibit FFF to reflect correct exhibit submitted.
- Replace Exhibit GGG to reflect correct exhibit submitted.

On the motion of Trustee Jabbar, duly seconded and unanimously carried, following discussion, the Board of Trustees adopted the amended agenda.

3. EDUCATIONAL SERVICES STUDY SESSION

A study session regarding the District's student transfer program was held.

Trustee Randle-Trejo entered at 2:07 p.m.

4. PUBLIC COMMENTS, CLOSED SESSION ITEMS

There were no requests to speak.

5. **CLOSED SESSION**

The Board of Trustees entered closed session at 3:05 p.m.

6. **STUDENT PRESENTATION**

Students from the Hope School cheerleading team performed.

7. **RECONVENE MEETING, PLEDGE OF ALLEGIANCE, AND CLOSED SESSION REPORT OUT**

7.1 **Reconvene Meeting**

The Board of Trustees reconvened into open session at 6:12 p.m.

Item 18.8 on page 11 of the agenda was pulled.

7.2 **Pledge of Allegiance and Moment of Silence**

Student Representative to the Board of Trustees Lara Elkatat led the Pledge of Allegiance to the Flag of the United States of America and provided a moment of silence.

7.3 **Closed Session Report**

Board Clerk Randle-Trejo reported the following actions taken during closed session.

7.3.1 No reportable action taken regarding public employee performance evaluation, superintendent.

7.3.2 No reportable action taken regarding existing litigation.

7.3.3 No reportable action taken regarding negotiations.

7.3.4 No reportable action taken regarding personnel.

7.3.5 The Board of Trustees took formal action, with a 5-0 vote, to suspend, without pay for 5 days, employee HR-2019-20-04.

7.3.6 The Board of Trustees took formal action, with a 5-0 vote, to approve the settlement agreement in OAH Case No. 2019090460, resolving all issues in student's due process complaint by funding compensatory services and an independent educational assessment, as well as providing \$7,875 in reimbursements.

7.3.7 The Board of Trustees took formal action, with a 5-0 vote, to approve the settlement agreement in OAH Case No. 2019091046, resolving all issues in student's due process complaint by amending Student's IEP and providing \$6,500 in reimbursements.

7.3.8 The Board of Trustees took formal action, with a 5-0 vote, to approve expulsions of students 19-03; 19-12; 19-13; and 19-19.

8. **INTRODUCTION OF GUESTS**

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

In addition, Board of Trustees’ President O’Neal introduced Grant Schuster, ASTA president; Hilda Vasquez, ALTA president; and Gail Karis, NOCROP, Instructional Programs.

9. **BOARD OF TRUSTEES’ RECOGNITION**

9.1 **Dr. Sam Nguyen, Owner of Asian World Media**

The Board of Trustees recognized Dr. Sam Nguyen, owner of Asian World Media, for the donation of media coverage of our Vietnamese Parent Leadership Academy, Vietnamese Dual Language Immersion program, Magnolia High School graduation, and allowing staff to appear as guests on numerous shows to promote the Vietnamese Dual Language Immersion program, The Pledge, and Anaheim Innovative Mentoring Experience.

9.2 **Kindness Matters Awards**

Celebrating kindness is a valued quality and a priority of the Board of Trustees. It is acknowledged that even the smallest acts of kindness by a single person have the power to change the lives of our students and community. With this in mind, the Board of Trustees began this recognition in 2011 honoring students, parents, District employees, and community members for their acts of kindness. All individuals recognized were nominated by a student, staff member, or community member and selected by the Kindness Matters Committee.

The Board of Trustees honored the following individuals:

Raquel Aceves	IA Special Ability	Hope School
Tracy Dinkle	Curriculum Specialist	Educational Services
Jasmine Garcia	Student	Katella High School
Guadalupe Gomes	Library Services Manager	Haskett Library
Ngoc Ngan Le	Student	Katella High School
Bao Nhu Luu	Student	Katella High School
Linh Ly	Student	Katella High School
Shannon McNeil	Teacher	Brookhurst Junior High School
Rocio Mendez	Translator/Interpreter	Anaheim High School
Georgina Perez	Teacher	Brookhurst Junior High School
Christine Smith	General Manager	Ayres Hotel, Orange
Ashley Solis	Student	Lexington Junior High School
Du Tran	Student	Katella High School

10. **REPORTS**

10.1 **Principals' Report**

Amy Kwon, Western High School principal, and Charles Hernandez, Orangeview Junior High School principal, presented how Unlimited You opportunities are being created at their school sites.

10.2 **Student Representative's Report**

Lara Elkatat, student representative to the Board of Trustees, reported on student activities throughout the District. Additionally, she commended Brookhurst Junior High School for effectively carrying out the lockdown procedures.

10.3 **Reports of Associations**

Grant Schuster, ASTA president, spoke regarding community events, staff attending workshops, and CSBA conference. Additionally, he reported on the bargaining process.

Cory Kretz, APGA co-president, reported on Western's counseling team and the services offered to students.

Hilda Vazquez, APGA president, spoke regarding the Mikva Challenge competition, building capacity of administrators, safety at school sites, and wished everyone a happy holiday.

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

There was no report.

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

11.1 Daniel Mejia, Anaheim High School student and BROS member, invited the Board and Cabinet to the BROS annual winter potluck on Tuesday, December 17, 2019.

11.2 Dr. Francisco Alonso, NOCROP and Oxford Academy teacher, thanked the District for supporting the robotics team.

11.3 Guliz Veys and Niketa Mehta, parent mentors, spoke regarding Oxford Academy's robotics team and the opportunities it offers students.

11.4 Nathan Nguyen, Suvan Ravi, Trung Nguyen, and Timothy Phan, Oxford Academy students, thanked and asked the Board for their continued support of the Oxford Academy robotics team.

11.5 Alfonso Rodriguez, Anaheim High School teacher, and Mayra Lopez, community member, addressed the cost of using the District's facilities specifically to sports fields.

11.4 Paulette Chafee, OC Board of Education candidate, communicated the importance of public education and mental health assistance services for children.

PRESENTATION

17.3 Kindset

Background Information:

Kindset is a program made possible by Anaheim's Innovative Mentoring Experience (AIME). District students from various high schools founded a company named Kindset with the support of AIME partner Modern Gourmet Foods. Kindset creates fundraising products designed to spread the message of kindness and compassion throughout the District and beyond. During the summer of 2017, the students developed their first product, Kindness Cookies. During the following two summers, the students developed additional flavors of cookies, as well as Kindness bracelets and sticker packs. Funds raised through Kindset support student organizations and the AIME program.

Current Consideration:

Kindset students presented to Board of Trustees on the program and its impact on both the students who participate, as well as the District. In addition, students will thank Modern Gourmet Foods for their support of the program.

Budget Implication:

There is no impact to the budget.

Action:

Although this was an information item only, requiring no formal action by the Board of Trustees, the Board officially received the information.

12. 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.

12.1 President of the Board of Trustees

Trustee Jabbar nominated Trustee Annemarie Randle-Trejo for president of the Board of Trustees.

Action:

On the motion of Trustee Jabbar, duly seconded and unanimously carried, the Board of Trustees selected Trustee Randle-Trejo for the position of president of the Board of Trustees.

12.2 Clerk of the Board of Trustees

Trustee Jabbar nominated Trustee Katherine H. Smith for clerk of the Board of Trustees.

Action:

On the motion of Trustee Jabbar, duly seconded and unanimously carried, the Board of Trustees selected Trustee Smith for the position of clerk of the Board of Trustees.

12.3 Assistant Clerk of the Board of Trustees

Trustee Jabbar nominated Trustee Anna Piercy for assistant clerk of the Board of Trustees.

Action:

On the motion of Trustee Jabbar, duly seconded and unanimously carried, the Board of Trustees selected Trustee Piercy for the position of assistant clerk of the Board of Trustees.

13. **APPOINTMENTS TO THE BOARD OF TRUSTEES**

13.1 **Secretary**

Action:

On the motion of Trustee Jabbar, duly seconded and unanimously carried, the Board of Trustees appointed the superintendent as the secretary of the Board of Trustees.

13.2 **Assistant Secretary**

Action:

On the motion of Trustee Jabbar, duly seconded and unanimously carried, the Board of Trustees appointed the assistant superintendent, Business, as the assistant secretary of the Board of Trustees.

13.3 **Parliamentarian**

Action:

On the motion of Trustee Jabbar, duly seconded and unanimously carried, the Board of Trustees appointed the District counsel as the parliamentarian of the Board of Trustees.

13.4 **Chief Negotiator**

Action:

On the motion of Trustee Jabbar, duly seconded and unanimously carried, the Board of Trustees appointed the assistant superintendent, Human Resources, as the chief negotiator of the Board of Trustees.

14. **ESTABLISH DAY AND HOUR FOR REGULAR SCHOOL BOARD MEETINGS**

The Board of Trustees was requested to determine the calendar for the 2020 regular school Board meetings. Regular meetings will be held on Thursdays, with the exception of Tuesday, December 15, 2020. All regular meetings will begin at 6:00 p.m. for open session, with the exception of Thursday, March 5, 2020, which will begin at 10:00 a.m.

Action:

On the motion of Trustee Piercy, duly seconded and unanimously carried, the Board of Trustees reviewed and approved the dates provided and established the schedule for the 2020 regular Board of Trustees' meetings.

15. **ROBERT'S RULES OF ORDER NEWLY REVISED, 11th EDITION**

Action:

On the motion of Trustee O'Neal, duly seconded and unanimously carried, the Board of Trustees adopted *Robert's Rules of Order Newly Revised, 11th Edition*, for conducting the business of the District.

16. **BOARD OF TRUSTEES' APPOINTMENTS TO COMMITTEES**

Action:

On the motion of Trustee Piercy, duly seconded and unanimously carried, the Board of Trustees reviewed the various committees, as listed on the exhibit, reached a consensus on which Trustee will participate on the various committees, and approved the appointments to all committees with one vote.

17. **PRESENTATIONS**

17.1 **Measure H Bond Sale Results**

Background Information:

Measure H was successfully approved by voters at the November 2014 election, authorizing \$249 million of bonds to help fund school facilities projects. The first series of bonds was issued in May 2015 in the amount of \$64.455 million. The second series of bonds was issued in April 2018 in the amount of \$83 million. On September 12, 2019, the Board received an information presentation regarding the issuance of the third and final series of Measure H Bonds in the amount of \$102.545 million, which was authorized by the Board at the October 10, 2019, Board meeting.

Current Consideration:

The Board of Trustees received a presentation from the District's financial advisor, Government Financial Strategies, with an update on the sale results from issuing the final series of bonds under Measure H.

Budget Implication:

There is no impact to the General Fund. The bonds are repaid by taxpayers that own property within the District.

Action:

Although this was an information item only, requiring no formal action by the Board of Trustees, the Board of Trustees received the information.

17.2 **2019-20 First Interim Budget Report**

Background Information:

Education Code Section 42131 (a)(1) states that pursuant to the reports required by Section 42130, the governing board of each school district shall certify, in writing, within 45 days after the close of the period being reported, whether the school district is able to meet its financial obligations for the remainder of the fiscal year and, based on current forecasts, for the two subsequent fiscal years. 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 through 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 positive certification shall be assigned to any school district that, based upon current projections, will meet its financial obligations for the current fiscal year and subsequent two fiscal years. A qualified certification shall be assigned to any school district that, based upon current projections, may not meet its financial obligations for the current fiscal year, or two subsequent fiscal years. A negative certification shall be assigned to any school district that, based upon current projections, will be unable to meet its financial obligations for the remainder of the fiscal year or the subsequent fiscal year.

Current Consideration:

The Board received a presentation from the assistant superintendent, Business regarding the District's fiscal solvency.

Budget Implication:

There is no impact to the budget.

Action:

Although this was an information item only, requiring no formal action by the Board of Trustees, the Board officially received the information.

17.3 This item was pulled forward in the agenda.

18. **ITEMS OF BUSINESS**

RESOLUTIONS

18.1 **Resolution No. 2019/20-B-09, Adjustments to Income and Expenditures, General Funds; Resolution No. 2019/20-B-10, Adjustments to Income and Expenditures, Various Funds; and the 2019-20 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 two subsequent fiscal years. 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 through 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 positive certification shall be assigned to any school district that, based upon current projections, will meet its financial obligations for the current fiscal year and subsequent two fiscal years. A qualified certification shall be assigned to any school district that, based upon current projections, may not meet its financial obligations for the current fiscal year, or two subsequent fiscal years. A negative certification shall be assigned to any school district that, based upon current projections, will

be unable to meet its financial obligations for the remainder of the fiscal year or the subsequent fiscal year.

Current Consideration:

In certifying the 2019-20 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.

Budget Implication:

As part of the interim reporting process, budget adjustments are made to income, expenditures, and fund balances. Resolution No. 2019/20-B-09, Adjustments to Income and Expenditures, General Funds, and Resolution No. 2019/20-B-10, Adjustments to Income and Expenditures, Various Funds, authorizes budget adjustments per Education Code Sections 42602 and 42610.

Action:

1. On the motion of Trustee Jabbar and duly seconded, the Board of Trustees adopted Resolution No. 2019/20-B-09 and Resolution No. 2019/20-B-10. The roll call vote follows.

Ayes: Trustees Jabbar, Piercy, Smith, Randle-Trejo, and O'Neal

2. On the motion of Trustee Jabbar and duly seconded, the Board of Trustees approved the positive certification of the 2019-20 First Interim Report that the District will meet its financial obligations.

18.2 **Resolution No. 2019/20-B-11, Accounting of Developer Fees**

Background Information:

Government Code Sections 66006(b) and 66001(d) require the District to make an annual and a five-year accounting of the collected developer fees (Fees) available to the public, and be reviewed by the Board of Trustees. The Fees, which are recorded in the Capital Facilities Fund, are received from new residential and commercial/industrial development. The Fees will be used to mitigate the impact of new development on the District's school facilities.

Pursuant to statutory requirements, the District made the reports available to the public not less than 15 days prior to the District's Board meeting. The reports are available in the Accounting Department.

Current Consideration:

The attached developer fee reports are for the 2018-19 fiscal year. The reports have been made available to the public, and will be reviewed by the Board of Trustees before adopting a resolution, which affirms the reported information.

Budget Implication:

There is no impact to the budget. This is a reporting of developer fee financial information only.

Action:

On the motion of Trustee Jabbar and duly seconded, the Board of Trustees adopted Resolution 2019/20-B-11. The roll call votes follows.

Ayes: Trustees Jabbar, Piercy, Smith, Randle-Trejo, and O'Neal

BUSINESS SERVICES

18.3 Board Policy, Second Reading, Multiple Policies

Background Information:

In 2018-19, the Business Services Division began the process of revising and updating many of the Board policies due to the requirements of Universal Grant Guidance. Policies were updated using the policies developed by the California School Boards Association (CSBA). Since these initial revisions, the Division has begun reviewing all of the policies completed by CSBA to serve as revisions, replacements, or additions to current AUHSD policies.

Current Consideration:

The Business Division submitted the following policies for review and/or approval:

- 18.3.1 New Board Policy 9203.01 (1400), Relationships Between Other Governmental Agencies and the Schools
- 18.3.2 New Board Policy 3515.2, Disruption
- 18.3.3 New Board Policy 3515.21, Unmanned Aircraft Systems (Drones)
- 18.3.4 New Board Policy 3530, Risk Management/Insurance
- 18.3.5 New Board Policy 91102 (1240), Volunteer Assistance
- 18.3.6 Revised Board Policy 8201.02 (5131.5), Vandalism and Graffiti
- 18.3.7 Revised Board Policy 91100 (1250), Visitors/Outsiders

Budget Implication:

There is no impact to the budget.

Action:

On the motion of Trustee O'Neal, duly and unanimously carried, the Board of Trustees reviewed and approved the policies listed above, as amended prior to the adoption of the agenda.

18.4 Membership, Super Co-Op

Background Information:

The Super USDA Foods Cooperative (Super Co-Op), is a California cooperative consisting of public school agencies for the purpose of obtaining USDA foods for school meals. Anaheim Union High School District is a member of the Super Co-Op with San Mateo-Foster City School District as the Lead Agency. Each year, by December 1, each member of the Super Co-Op must inform the Lead Agency of their intent to continue membership or assign their commodities to the California Department of Education's Food Distribution Program.

Current Consideration:

Anaheim Union High School District would like to continue its membership in the Super Co-Op for the 2020-21 year. This membership assigns the Lead Agency of the Super Co-Op with the authority to contract for USDA commodity processed foods and related services on behalf of the District. This one-year membership is for the 2020-21 year, renewable annually by the District's assistant superintendent, Business. The membership agreement will be signed following Board approval.

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 membership with Super Co-Op, with San Mateo-Foster City School District as the Lead Agency.

EDUCATIONAL SERVICES

18.5 Revised Board Policy 8535.5R, Transfers-Intradistrict, Second Reading

Background Information:

Board Policy 8535.5R, Transfers-Intradistrict, desires to provide options that meet the diverse needs, potential, and interest of District students. This policy was last updated in 2016. Since the last update, the Every Student Succeeds Act (ESSA) (P.L. 114-95) repealed 20 USC 6316, which required districts to offer Intradistrict Transfers to all students in Title I schools identified for program improvement in the first year or beyond. In addition, the public school of choice program under No Child Left Behind (NCLB) was phased out in the 2017-18 year, due to the implementation of the ESSA. This updated policy will remove the current School of Choice/Open Enrollment criteria with the revised Intradistrict Transfer process.

Current Consideration:

Revised Board Policy 8535.5R reflects the District's intended practice regarding intradistrict transfers. District staff has reviewed and updated Board Policy 8535.5R to reflect our effort to maintain student enrollment, promote curriculum pathways, and to highlight the unlimited opportunities available to District students.

Budget Implication:

There is no impact to the budget.

Action:

On the motion of Trustee Jabbar, duly seconded and unanimously carried, the Board reviewed and approved revised Board Policy 8535.5R, Transfers-Intradistrict, as amended prior to the adoption of the agenda.

18.6 Memorandum of Understanding (MOU), Soroptimist International of Cypress

Background Information:

Soroptimist International of the Americas (SIA) was formed in 1921 by a group of 80 women in Oakland, California. Currently, with about 30,000 members in 20 countries and territories, SIA's mission is to improve the lives of women and girls through programs that lead to social and economic empowerment. SIA's vision is a world where women and girls have the resources and opportunities to reach their full potential.

Current Consideration:

Cypress High School is interested in bringing the local SIA club, Soroptimist International of Cypress, to deliver Dream It, Be It, which targets girls in secondary schools who face obstacles to their future success. The curriculum developed by Soroptimist International of the Americas for use of the local club Soroptimist International of Cypress gives girls the tools they need to achieve their education and career goals.

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 ratified the MOU.

18.7 **Agreement, Orange County Department of Education, K12 Strong Workforce Program**

Background Information:

The K12 Strong Workforce Program (SWP) is designed to support K–12 local education agencies (LEAs) in creating, improving, and expanding career technical education (CTE) courses, course sequences, programs of study, and pathways for students transitioning from secondary education to postsecondary education to living-wage employment.

Current Consideration:

The Orange County Superintendent of Schools (OCDE) was awarded funding through the SWP, which requires that funds be allocated to LEAs throughout Los Angeles and Orange County. OCDE identified several measurable outcomes for the funding, including advancing career counseling, building CTE dual enrollment opportunities for students, creating industry certification opportunities for students, and more (see exhibit A). This grant will provide funding for the position of Program Administrator, Curriculum and Instruction, for the Anaheim Union High School District. In addition, the grant will provide funding to support the other identified outcomes of the grant.

Budget Implication:

The District will receive \$577,224 in funds through this agreement.

Action:

On the motion of Trustee Piercy, duly seconded and unanimously carried, the Board of Trustees ratified the agreement.

18.8 This item was pulled.

18.9 **Memoranda of Understanding (MOU) and Letters of Intent, Ivy Education and Technology Ltd. and Shandong, China, Education Bureaus**

Background Information:

On May 9, 2017, the Board of Trustees approved the District's application to the U.S. Student and Exchange Visitor Program for authorization to enroll international students with an F-1 Visa to study at a U.S. public school for one year on a tuition basis. Subsequently on January 18, 2018, the Board approved the District developing a short-stay program permitting international students to visit our school sites. The District is committed to growing its international programs, which create exchanges exposing both the international students and AUHSD students to different cultures and experiences.

Current Consideration:

Following Board approval on October 10, 2019, the superintendent and assistant superintendent, Educational Services traveled to Shandong, China in November to visit the Education Bureaus of Tai'an, Zaozhuang, Dongying, and Jinan as part of the District's commitment to grow AUHSD's international programs. In collaboration with Ivy Education and Technology Ltd., the District seeks to create an international education initiative. The initiative will include a program whereby students who complete two years of instruction at their home school and transfer to a District high school for grade 12 as part of a three-year program, will receive a District high school diploma upon successful completion of graduation requirements. Other goals of the partnership include the provision of short-stay

visits and professional development for Chinese teachers. The four Education Bureaus visited in November, have expressed their desire to support the international education initiative through the participation of their students. The documents were signed by all parties at the time of the visit.

Budget Implication:

The District will receive tuition for each F-1 Visa student enrolled in an AUHSD school. Tuition for the 2019-20 year is 13,325 per student and \$14,351 per student for the 2020-21 year, and is subject to change on an annual basis. In addition, the District will receive compensation for any short-stay visits or professional development provided. Current fees are \$50 per day per student.

Action:

On the motion of Trustee Jabbar, duly seconded and unanimously carried, following discussion, the Board of Trustees approved/ratified the following MOU and letters of intent:

- 18.9.1 Memorandum of Understanding with Ivy Education and Technology Ltd.
- 18.9.2 Letter of Intent with Tai'an Education Bureau
- 18.9.3 Letter of Intent with Zaozhuang Education Bureau
- 18.9.4 Letter of Intent with Dongying Education Bureau
- 18.9.5 Memorandum of Understanding with Jinan Education Bureau

18.10 **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 have submitted school-sponsored student organization applications:

- 18.10.1 Science National Honors Society, Cypress High School
- 18.10.2 Family Career and Community Leaders of America (FCCLA), Katella High School
- 18.10.3 South Asian Cultural Club, Kennedy High School
- 18.10.4 National Alliance of Mental Illness (NAMI), Kennedy High School
- 18.10.5 Tutor Club, Western High School
- 18.10.6 Art of Awareness (AFA), Lexington Junior High School

Budget Implication:

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

Action:

On the motion of Trustee Jabbar, duly seconded and unanimously carried, the Board of Trustees approved the school-sponsored organization applications, as amended prior to the adoption of the agenda.

HUMAN RESOURCES

18.11 Public Hearing, Disclosure of Collective Bargaining Agreement with AFSCME

Background Information:

The Board of Trustees must hold a public hearing to hear comments related to the collective bargaining agreement with the American Federation of State, County, and Municipal Employees (AFSCME) for 2018-19, in accordance with AB 1200 (Statutes of 1991, G.C. 3547.3, Chapter 1213). Copies of the disclosure are available for review and study in the Business Office, 501 N. Crescent Way, Anaheim, California.

Current Consideration:

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

Budget Implication:

There is no impact to the budget.

Action:

Although this was an information item only, requiring no formal action by the Board of Trustees, the Board formally opened the public hearing to provide the public an opportunity to speak on the proposed agreement.

President Randle-Trejo opened the public hearing at 9:08 p.m.

There were no requests to speak.

President Randle-Trejo closed the public hearing at 9:08 p.m.

18.12 Adoption of the Amended 2018-19 Collective Bargaining Agreement with AFSCME

Background Information:

The District entered into contract negotiations with the American Federation of State, County, and Municipal Employees (AFSCME) for a successor agreement after proposals were brought forth by both parties in October 2019. Negotiations were held and a tentative agreement was reached by both parties and ratified by AFSCME.

Current Consideration:

The Board of Trustees approved the 2018-19 AFSCME agreement on October 10, 2019, which included a 1.75 percent increase on the salary schedule retroactive to the beginning of the 2018-19 year among other contract language changes. This amendment incorporates language in Attachment E into the collective bargaining agreement.

Budget Implication:

There is no impact to the budget.

Action:

On the motion of Trustee Jabbar, duly seconded and unanimously carried, following discussion, the Board of Trustees adopted the amended agreement.

18.13 **Agreement, California Baptist University, School Psychology and School Counseling Internship Credential/Final Field Experience**

Background Information:

The District has traditionally entered into agreements with university programs to provide opportunities for university students to meet their field work requirements and to gain valuable professional experiences. This agreement provides the opportunity for California Baptist University school psychology and school counseling students to provide supervised support services to District students and staff.

Current Consideration:

The agreement with California Baptist University will provide for clinical training in the area of school counseling and school psychology. The agreement will be effective January 1, 2020, through June 30, 2023. University students will meet with District clinical supervisors (school psychologists and school counselors) at the student's assigned school site to be involved in the student's preparation. This agreement provides opportunities for the student to observe, participate, and assist in the District's school counseling and school psychology programs. Clinical supervisors will model to the student effective planning, instruction, and management strategies, as well as discuss these strategies with the student teacher. Additionally, professional attire, development, and conduct will be reviewed.

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.

18.14 **Agreement, California Baptist University, School Psychology and School Counseling Final Field Experience**

Background Information:

The District has traditionally entered into agreements with university programs to provide opportunities for university students to meet their field work requirements and to gain valuable professional experiences. This agreement provides the opportunity for California Baptist University school psychology and school counseling students to provide supervised support services to District students and staff.

Current Consideration:

The agreement with California Baptist University will provide for clinical training in the area of school counseling and school psychology. The agreement will be effective January 1, 2020, through June 30, 2023. University students will meet with District clinical supervisors (school psychologists and school counselors) at the student's assigned school site to be involved in the student's preparation. This agreement provides opportunities for the student to observe, participate, and assist in the District's school counseling and school psychology programs. Clinical supervisors will model to the student effective planning, instruction, and management strategies, as well as discuss these strategies with the student teacher. Additionally, professional attire, development, and conduct will be reviewed.

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.

SUPERINTENDENT'S OFFICE

18.15 **California School Boards Association (CSBA) Delegate Assembly Nominations**

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:

In past years, Anaheim Union High School District automatically had one CSBA Delegate Assembly Representative due to the size of our District. The District was also able to nominate an additional Trustee to run for election as an additional representative to the Delegate Assembly. This year, the District has fallen below the required 30,000 ADA and is therefore no longer able to make the automatic appointment to the Delegate Assembly. 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 to run for election as Delegate Assembly representatives. All Region 15 Board members will vote on the open seats. The term of office is April 1, 2020, through March 31, 2022.

Budget Implication:

There is no impact to the budget.

Action:

On the motion of Trustee Jabbar, duly seconded and unanimously carried, the Board of Trustees nominated Trustee Randle-Trejo to run for election as a representative to the CSBA Delegate Assembly.

19. **CONSENT CALENDAR**

On the motion of Trustee Jabbar, duly seconded and unanimously carried, following discussion, the Board of Trustees approved all consent calendar items, with the exception of item 19.8 pulled by Trustee Jabbar, as well as items 19.9 and 19.10, Exhibit PP, pulled by Trustee O'Neal.

BUSINESS SERVICES

19.1 **Anthem Blue Cross, Employee Assistance Program Group Agreement**

Background Information:

The District's Insurance Committee has elected to discontinue the Holman Professional Counseling Centers as the District's mental health and substance abuse provider, as well as the Employee Assistance Program (EAP) service provider of its self-funded Preferred Provider Organization (PPO) and Exclusive Provider Organization (EPO) medical plans.

Current Consideration:

The District's Insurance Committee decided that it would be in the District's best interest to move to a new mental health and substance abuse provider, as well as a new EAP service provider and it has selected Anthem Blue Cross. Anthem Blue Cross offers a significantly

larger network, as well as a full range of inpatient, outpatient, and day care behavioral health services for eligible and enrolled employees and their dependents. Inasmuch as the existing Anthem Blue Cross network agreement includes mental health and substance abuse provider services, it is only necessary to enter into a new agreement for EAP services January 1, 2020, through December 31, 2020, with an automatic renewal for two additional years.

Budget Implication:

It is anticipated that the budget implication will be \$47,733. (Health and Welfare Funds)

Action:

The Board of Trustees approved the Employee Assistance Program Group EAP Agreement with Anthem Blue Cross.

19.2 **Agreement, Retiree Benefit Management Services Agreement**

Background Information:

The District has elected to discontinue Benistar Administrative Services as the District's third-party administrator of its self-funded Medicare supplement plan for retirees over age 65.

Current Consideration:

The District's Insurance Committee decided that it would be in the District's best interest to move to a new third-party administrator for retiree Medicare supplement plans and it has elected Retirees First. Retirees First offers a full range of third-party administration of retiree health plans, eligibility maintenance, billing, renewal, request for proposal management, and Centers for Medicare and Medicaid Services notification requirements. It will be necessary to enter into a two-year agreement, January 1, 2020, through December 31, 2021.

Budget Implication:

It is anticipated that the budget implication will be a savings of \$52,693. (Health and Welfare Funds)

Action:

The Board of Trustees approved the Retiree Benefit Management Services Agreement with Retirees First.

19.3 **Piggyback Bids, Purchase Through Public Corporation or Agency**

Background Information:

At the August 16, 2018, Board of Trustees' meeting, the Board approved for transportation staff to apply for grant funding from the California Energy Commission (CEC) for 10 new fully electric buses, which will replace aging diesel buses. At the July 15, 2019, CEC board meeting, the District was awarded up to \$3,930,534 for the purchase of 10 new fully electric buses. Included in the award amount is up to \$600,000 for infrastructure for recharging stations for the buses.

Current Consideration:

By piggybacking onto other public agencies existing bids, our District can take advantage of lower costs through economy-of-scale, and also avoid the time and expense of the public bid process, while keeping the District within our legal requirements. Per Public Contract Code (PCC) 20118, a district may acquire various materials, supplies, and equipment by

utilizing an existing contract of another public entity, which is commonly known as piggybacking.

Staff has determined that South County Support Services Agency Bid #1819-SC11-01 for all 10 buses with wheelchair lifts from Creative Bus Sales is the best value for the acquisition of 10 fully electric buses. All 10 buses will be equipped with air conditioning and surveillance camera systems.

Budget Implication:

The impact to the budget will depend on optional items added to each bus. The total cost shall not exceed \$440,000. (General Funds)

Action:

The Board of Trustees approved the purchase of 10 fully electric buses and infrastructure.

19.4 **Ratification of Change Orders**

The Board of Trustees was requested to ratify the change orders as listed.

RFP #2018-03, Kennedy High School	P.O. #L64A0349
Site Improvements (Measure H Funds, and other various funds)	
Balfour Beatty Construction, LLC	
Original Contract GMP	\$6,145,370
Contingencies Outside GMP	\$184,361
Board Approved Not-to-Exceed Contract Amount	\$6,329,731
Total Project Savings	(\$87,402)
Change Order #1	\$96,959
New Contract Value	\$6,242,329
Bid #2019-33, Anaheim High School	P.O. #M64A0349
Security Fencing (Measure H Funds)	
Wolverine Fence Company, Inc.	
Original Contract	\$239,000
Change Order #1	\$0
New Contract Value	\$239,000
Bid #2019-36, Ball Junior High School	P.O. #M64A0351
Site Improvements (Measure H Funds)	
J.L. Cobb Painting and Construction	
Original Contract	\$1,207,186
Change Order #1	\$(45,104.55)
New Contract Value	\$1,162,081.45

Action:

The Board of Trustees ratified the change orders as listed.

19.5 **Notices of Completion**

The Board of Trustees was requested to approve the notices of completion as listed.

RFP #2018-03, Kennedy High School	P.O. #L64A0349
Site Improvements (Measure H Funds, and other various funds)	
Balfour Beatty Construction, LLC	

Original Contract GMP	\$6,145,370
Contingencies Outside GMP	\$184,361
Total Project Savings	(\$87,402)
Change Order #1	\$96,959
New Contract Value	\$6,242,329

Bid #2019-33, Anaheim High School Security Fencing (Measure H Funds) Wolverine Fence Company, Inc.	P.O. #M64A0349
Original Contract	\$239,000
Contract Changes	\$0
Total Amount Paid	\$239,000

Bid #2019-36, Ball Junior High School Site Improvements (Measure H Funds) J.L. Cobb Painting and Construction	P.O. #M64A0351
Original Contract	\$1,207,186
Contract Changes	\$(45,104.55)
Total Amount Paid	\$1,162,081.45

Action:

The Board of Trustees authorized the assistant superintendent, Business to accept RFP 2018-03, and Bids 2019-33, and 2019-36 as complete, and authorized the filing of the notices of completion with the Office of the County Recorder.

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

Action:

The Board of Trustees approved the list of District furniture and equipment as unusable, obsolete, and/or out-of-date, and ready for sale or destruction, as well as authorized proper disposal in accordance with Education Code Section 17545 et al.

19.7 **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.

19.8 **Donations**

Action:

On the motion of Trustee O’Neal and duly seconded, 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 19.9 and 19.10 with the following roll call vote.

Ayes: Trustees Jabbar, Piercy, Smith, and Randle-Trejo

Abstain: Trustee O’Neal

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

Action:

The Board of Trustees ratified the reports October 28, 2019, through December 2, 2019.

19.10 **Check Register/Warrants Report**

Action:

The Board of Trustees ratified the report October 28, 2019, through December 2, 2019.

19.11 **SUPPLEMENTAL INFORMATION**

19.11.1 ASB Fund, September 2019

19.11.2 Cafeteria Fund, September 2019

19.11.3 Enrollment, Month 4

EDUCATIONAL SERVICES

19.12 **Educational Consulting Agreement, MindKind Institute**

Background Information:

MindKind Institute's (MKI) has provided Self-Awareness Training for District leaders since October 2017. MKI has provided a variety of coaching programs to develop mindful leaders at the District, with the highest level of commitment to the 5Cs -Collaboration, Communication, Creativity, Critical thinking, and Character. Through each of MKI phases of work, they have been able to truly ensure a top down, bottom up, inside out, all around positive change for the District. To take this transformation to the next level, MKI will provide the District with top leaders under the Conscious Business and Leadership program.

Current Consideration:

The Conscious Business and Leadership program takes the frameworks and skill-building tools outlined in Fred Kofman's book, *Conscious Business* and makes them real through practice, peer-feedback, and coaching. Two cohorts of six-eight participants will fulfill a ten-week course of study. Participants will develop a deep understanding of Kofman's teachings and learn to apply the frameworks to their work through peer-to-peer discussion process supported by a coach. Participants will form a network that provides continued support beyond the group and seeks to build a more conscious culture in the District. The program will be delivered via online Zoom video calls with a coach and peer-to-peer group-learning platform that helps people practice skills like emotional intelligence, mindfulness, and leadership. Services will be provided January 6, 2020, through June 30, 2020.

Budget Implication:

The total cost for services is not to exceed \$26,350. (General Funds)

Action:

The Board of Trustees approved the educational consulting agreement.

19.13 **Agreement, Anaheim Family YMCA**

Background Information:

The District received funding through the California Department of Education After School Education and Safety (ASES) Program grant for the past 12 years. The District 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. Anaheim Family 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 \$793,484.35, for fiscal year of July 1, 2019, through June 30, 2020. The agreement allows the District to pay YMCA for these services. Services are being provided July 1, 2019, through June 30, 2020.

Budget Implication:

The District passes the funds to the YMCA, less an indirect cost of 4.65 percent of the total ASES funds; therefore, there are no direct implications to the budget. The ASES funds for the 2018-19 year were \$731,996.61. The ASES funds for the 2019-20 year are \$793,484.35. (ASES Grant Funds)

Action:

The Board of Trustees ratified the agreement.

19.14 **Educational Consulting Agreement, Dr. Fernando Rodríguez-Valls**

Background Information:

The District currently serves over 500 English learners who have been enrolled in US schools less than three years. In order to accelerate their English language acquisition, the District will continue the Summer Language Academy, an enrichment program for four weeks during the month of June that will serve up to 100 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, classroom observations, collection and analyzing of data, and presentation to the District with a written report of the second-year program. Services will be provided January 1, 2020, through July 31, 2020.

Budget Implication:

Total costs for these services is not to exceed \$11,000. (Title III Funds)

Action:

The Board of Trustees approved the educational consulting agreement.

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

Background Information:

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

Current Consideration:

Garden Grove Unified School District (GGUSD) has requested to enter into an MOU with the District permitting students from GGUSD to be enrolled in specialized programs understanding operated by the District. The MOU for placing special education students from GGUSD in the District programs is presented to the Board of Trustees for consideration of approval. Services are being provided August 7, 2019, through June 30, 2020.

Budget Implication:

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

Action:

The Board of Trustees ratified the MOU between the District and GGUSD.

19.16 **Contract, Independent Educational Evaluation, Gwennyth Palafox, Ph.D., Meaningful Growth**

Background Information:

The District employs psychologists, speech-language pathologists, teachers, as well as other personnel who evaluate a student's needs for special education and related services. The District has both the right and obligation to assess special education students in all areas of suspected disability. Under the Individuals with Disabilities Education Act and California special education law, a parent of a special education student who disagrees with an evaluation conducted by a school district has a right to obtain an independent education evaluation at public expense. When a request for an independent evaluation is made, a district must either fund an independent evaluation or file a request for due process within a reasonable period of time to prove that the district's evaluation was appropriate. Districts also can come to an agreement during Due Process to fund an independent evaluation in order to resolve a Due Process filing.

Current Consideration:

During the mediation portion of Due Process, the District determined that it was in the best interest of the student and the District to provide an independent transition evaluation and allow the Individualized Education Program team to consider the information. The independent educational evaluation will be completed by June 30, 2020.

Budget Implication:

The total cost for these services is not to exceed \$4,000. (Special Education Funds)

Action:

The Board of Trustees approved the contract.

19.17 **Instructional Materials Submitted for Adoption**

The Instructional Materials Review Committee recommended the selected books for dual enrollment, English, music and world languages courses. The books have been made available for public view.

Action:

The Board of Trustees adopted the selected materials.

19.18 **Field Trip Report**

Action:

The Board of Trustees approved/ratified the report as submitted.

HUMAN RESOURCES

19.19 **Agreement, North Orange County Community College District**

Background Information:

The North Orange County Community College District (NOCCCD) operates a curriculum at its Cypress College campus for Health Science Programs. Psychiatric Technology and Health Sciences are two divisions within the Health Science Program and require a clinical training program as part of the curriculum. Since 2008, NOCCCD has partnered with the District to provide clinical training for Cypress College students in the area of Psychiatric Technology and Health Sciences at the Hope School campus.

Current Consideration:

Clinical training for the Cypress College students at Hope School includes student observations, working with students in the classroom, and writing behavior plans. All clinical training is performed under supervision of NOCCCD staff. NOCCCD would like to continue to provide this clinical training for their students at the Hope School campus and have submitted a new four-year agreement 2019-23, to continue this relationship.

Budget Implication:

There is no impact to the budget.

Action:

The Board of Trustees approved the agreement.

19.20 **2019-20 Williams Settlement Legislation Review Report**

Background Information:

The Orange County Department of Education (OCDE) conducts a semi-annual review of decile 1-3 schools based on the 2012 Academic Performance Index and school sites participating in the Quality Education Investment Act (QEIA) program to ensure compliance with Williams Settlement Legislation requirements. This process is conducted in addition to the District's submission of Williams Uniform Complaints reports, which summarize all complaints relative to the sufficiency of textbooks and instructional materials, maintenance of facilities, accuracy of data reported on School Accountability Report Cards (SARC), and compliance with teacher assignments.

Current Consideration:

According to Education Code Section 1240(2)(H), the findings of the review by OCDE must be publicly shared with the Board of Trustees. The reports, as provided, indicate any deficiencies during 2019-20, which were reported to school administrators for remediation.

Budget Implication:

There is no impact to the budget.

Action:

Although this was an information item only, requiring no formal action by the Board of Trustees, the Board officially receive the report.

19.21 **Certificated Personnel Report**

Action:

The Board of Trustees approved/ratified the report, as amended prior to the adoption of the agenda.

19.22 **Classified Personnel Report**

Action:

The Board of Trustees approved/ratified the report, as amended prior to the adoption of the agenda.

SUPERINTENDENT'S OFFICE

19.23 **Conferences and/or Meetings**

It was recommended that the Board of Trustees ratify the attendance to the following conference by Trustee Jabbar with payment of necessary expenses (travel, hotel, parking, taxi, etc.)

Cities Thrive Mental Health Conference, November 18-19, 2019, New York, NY, at a cost not to exceed \$1,000. (General Funds)

Action:

The Board of Trustees ratified Trustee Jabbar's attendance to the conference with payment of necessary expenses.

19.24 **Conferences and/or Meetings**

It was recommended that the Board of Trustees approve the attendance to the following conference by the superintendent with payment of necessary expenses (registration, travel, hotel, parking, taxi, etc.)

Association of California School Administrators (ACSA) Equity and Excellence Summit, March 5-6, 2020, Napa, California, at a cost not to exceed \$1,200. (General Funds)

Action:

The Board of Trustees approved for superintendent to attend the conference with payment of necessary expenses.

19.25 **Board of Trustees' Meeting Minutes**

- 19.25.1 October 10, 2019, Regular Meeting
- 19.25.2 November 5, 2019, Regular Meeting
- 19.25.3 November 21, 2019, Special Meeting

Action:

The Board of Trustees approved the minutes as submitted.

20. **SUPERINTENDENT AND STAFF REPORT**

Mr. Jackson spoke of the passing of Julie Payne, former District employee, and part of the AUHSD family.

Dr. Root thanked the Board for attending the dedication of the Anaheim High School pool.

21. **BOARD OF TRUSTEES' REPORT**

Trustee Jabbar shared he attended the CSBA conference, CSBA Delegate Assembly, Youth Cinema Project, Anaheim High School pool dedication, City of Anaheim council meeting, Cypress High School CIF game, Cities Thrive Mental Health Conference, and NOCROP Board meeting.

Trustee Piercy stated she attended the Student Discipline Task Force meeting, Buena Park Liaison meeting, Buena Park Mayor's Prayer breakfast, Insurance Committee meeting, CSBA conference, Anaheim High School pool dedication, ASCPTA Holiday Luncheon, as well as helped judge soapbox speeches at Lexington Junior High school. Additionally, she wished everyone a happy holiday.

Trustee Smith reported she attended the Buena Park Liaison meeting, Insurance Committee meeting, Student Discipline Task Force meeting, and Anaheim High School pool dedication, as well as visited Dale Junior High School.

Trustee O'Neal said he attended Band Spectacular, Buena Park Mayor's Prayer breakfast, Cypress High School Dance performance, Words Out Loud, CSBA Conference, ASCPTA Holiday Luncheon, and Anaheim High School pool dedication.

Trustee Randle-Trejo indicated she attended the Anaheim High School pool dedication, NOCROP Board meeting, CSBA Conference, CSBA Delegate Assembly, Band Spectacular, Farmer's Market at Sycamore Junior High School, Katella High School basketball banquet, UCI Law Academy graduation, Buena Park Mayor's Prayer breakfast, and AFSCME barbeque.

22. **ADVANCE PLANNING**

22.1 **Future Meeting Dates**

The next regular meeting of the Board of Trustees will be held on Thursday, January 16, 2020, at 6:00 p.m.

Thursday, February 6
Thursday, March 5
Thursday, April 9
Thursday, May 7
Thursday, June 11
Thursday, June 18

Thursday, July 11
Thursday, August 13
Thursday, September 17
Thursday, October 15
Thursday, November 19
Tuesday, December 15

22.2 *Suggested Agenda Items*

Trustee Jabbar requested recognitions for Anaheim High School basketball donations.

23. **ADJOURNMENT**

On the motion of Trustee O'Neal, duly seconded and unanimously carried, the Board of Trustees adjourned the meeting at 9:42 p.m. in honor of Julie Payne.

Approved _____
Clerk, Board of Trustees

12/12/19